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Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXIV., No. 22.

The Solicitors' Journal and Reporter.

LONDON, MARCH 29, 1890.

CURRENT TOPICS.

THE MEETING of metropolitan solicitors to concert measures with regard to the Land Transfer Bill took place on Tuesday last, and committees were established for every metropolitan and suburban constituency. The organization is therefore now quite complete, and will take action as soon as the Bill is introduced, in the event of its being of a compulsory character. We understand that there was complete unanimity among those who were present in feeling it to be their bounden duty to oppose the introduction of a new compulsory system of conveyancing, while they were prepared to give the Bill a fair trial if introduced as a voluntary measure. Mr. LAKE claimed that Mr. BALFOUR, the Chief Secretary for Ireland, was evidently adverse to compulsion if his speech on introducing the Land Purchase (Ireland) Bill was to be taken as a guide, and he read the following extract from that speech:—

"Ought the Land Bill to be compulsory? The House is aware, from what has been said elsewhere, that the answer we give to that question is in the negative. In our opinion the Land Bill ought not to be compulsory, but should be voluntary, and I can give reasons to the House which, I think, will convince them that the conclusion we have arrived at is the right conclusion. In the first place, it will be admitted that compulsion should be used very sparingly for any purpose—nothing but necessity justifies it."

We think it will not be easy for the Government to shew any necessity for compelling the adoption of a system at present untried, and for which no public demand exists, unless it be the fact—as solicitors fear it will be found to be the fact—that the system, far from being attractive and beneficial, will impose a heavy burden on landowners, and seriously hamper the present transaction of business.

FROM THE Easter Vacation notice, which will be found in another column, the days on which Mr. Justice DENMAN will sit as Vacation Judge in Queen's Bench Judges' Chambers between the 3rd and 14th of April can be ascertained.

THE WITNESS ACTIONS heard by the several judges of the Chancery Division during the present sittings have not made a very serious impression on the list as it stood at the commencement. Taken in round numbers, there were 400 witness actions in the lists of the five judges, and about 104 have been disposed of, leaving as remanets 296, in addition to any which may have been set down during the sittings. As usual, Mr. Justice KEKEWICH has disposed of nearly half the witness actions which have been heard.

IT IS UNDERSTOOD that the periodical attendances of the Lord Chancellor at the sittings of the Court of Appeal No. 2 are for the sole purpose of hearing applications under the Lunacy jurisdiction of the Lords Justices. His lordship will by this means obtain an insight into the mode in which this jurisdiction is administered in court, and his knowledge thus acquired will be of service in another place. We do not, however, hear that his lordship has been supplementing this by taking lessons of experience as to the working of this jurisdiction in chambers.

The Standing Committee of the House of Lords would seem to be composed of noble lords who delight in a practical joke. We have repeatedly drawn attention to the provisions of the Public Trustee Bill concentrating legislative and other authority in the Lord Chancellor. There was one clause, however (clause 5 (1) of the Bill as originally printed), which was in terms inconsistent with the general tenor of the Bill in this respect. It provided that "the *Treasury*, with the concurrence of the Lord Chancellor, shall appoint a fit person to the office of public trustee during pleasure." In practical effect it might not perhaps be inconsistent with the rest of the Bill, but it threw the main responsibility for the appointment on the Treasury. When the committee, in the course of their consideration of the Bill, reached this clause, it was proposed that it should be amended so as to cast the responsibility for the appointment directly on the Lord Chancellor. The *nolo episcopari* of this officer was, however, most decided; he strongly opposed the alteration, and is stated to have voted against it, but it was nevertheless carried, it is said, by 16 to 1—the solitary one being the Lord Chancellor. It is possible that an attempt may be made, when the Bill returns to the House, to reverse the decision of the committee, and we shall then hear the arguments on both sides. At present it seems as though the committee were determined to outdo the Lord Chancellor himself in making his powers (and responsibility) under the Bill absolute and complete.

A case of *Re Smith, Pinsent, & Co.* (reported elsewhere) throws useful light on some embarrassing questions which have arisen with regard to the construction of Rule (2) of Schedule I., Part 1, of the Remuneration Order. That rule only applies where an ineffectual sale and a subsequent effectual sale can be conducted by the same solicitor; hence where the solicitor is changed after an abortive sale, the remuneration of the former solicitor will be under Schedule II. (*Re Dean, Ward* v. *Holmes*, 32 Ch. D. 209). In the recent case the same solicitors had been employed in two abortive sales. There had been no change of solicitors, but, nevertheless, the solicitors claimed to be entitled to remuneration under Schedule II. in respect of both sales. The taxing master considered that the effect of this might be to give the solicitors "twice or thrice as much as they would be entitled to under the scale if the property had been sold, and also to enable them to receive at a subsequent period the scale charge when the property was disposed of," and he disallowed all the items under Schedule II. The solicitors rejoined that it did not follow that they would be the solicitors who would be employed to sell the property at a future time; and if they were, they would have to allow against the costs then payable to them the charges now made. Mr. Justice Chitty upheld this contention. He thought that the solicitors were not bound to wait to be paid for their services until the property had been disposed of, and that they were entitled to remuneration under Schedule II., and that if they were in fact employed upon an effective sale at a future time, they would then be paid "on a *quantum meruit* basis, and not on the scale charge," or if they asked to be paid on the scale charge they would have to bring into account the remuneration they had already received.

Last Tuesday's *London Gazette* contains the Order in Council, dated the 21st inst., required by section 2 of the Extradition Act, 1870, to apply the provisions of the Extradition Acts to the new Convention with the United States. The Order embodies the terms of the Convention, which it now appears is, in form, supplemental to the Ashburton Treaty, and adds to the limited number of crimes therein mentioned the following additional crimes:—

1. Manslaughter when voluntary.
2. Counterfeiting or altering; uttering or bringing money into circulation counterfeit or altered money.
3. Embezzlement; larceny; receiving any money, valuable security, or other property, knowing the same to have been embezzled, stolen, or fraudulently obtained.
4. Fraud by a bailee, banker, agent, factor, trustee, or director or member or officer of any company, made criminal by the laws of both countries.
5. Perjury, or subornation of perjury.
6. Rape; abduction; child-stealing; kidnapping.
7. Burglary; housebreaking or shopbreaking.
8. Piracy by the law of nations.
9. Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas, against the authority of the master; wrongfully sinking or destroying a vessel at sea, or attempting to do so; assaults on board a ship on the high seas, with intent to do grievous bodily harm.
10. Crimes and offences against the laws of both countries for the suppression of slavery and slave-trading.

It is provided that extradition is also to take place for participation in any of the crimes mentioned in the Convention, or in the former treaty, provided such participation be punishable by the laws of both countries. The operation of the Extradition Acts is suspended within the Dominion of Canada, so far as relates to the United States and the new Convention, so long as the provisions of an Extradition Act passed by the Parliament of Canada in 1886 continue in force.

The decision of Cave and A. L. Smith, JJ., in *Ex parte Jones, Re Jones* (reported elsewhere), is a useful commentary on the decision of the Court of Appeal and the House of Lords in *Block's case* (37 W. R. 259, 19 Q. B. D. 39, 13 App. Cas. 570), and qualifies the *dicta* there attributed to some of the judges. Under section 28 (2) of the Bankruptcy Act, 1883, upon hearing a bankrupt's application for his discharge, the court *shall* take into consideration a report of the official receiver as to his "conduct and affairs," and thereupon *may* either grant or refuse an absolute order of discharge, or suspend the operation of the order, or grant it subject to conditions as to subsequent income or after-acquired property. So far, the section contains nothing to limit the conduct or affairs of the bankrupt to which the court is to have regard in the exercise of the discretion thus conferred upon it; but there immediately follows a proviso which it has been suggested may have some such effect. This refers, first, to cases where the bankrupt has committed some misdemeanour, either under the Act of 1883 or Part II. of the Debtors Act, 1869—and here the court *shall* refuse a discharge; and, secondly, to cases where he has committed any of the offences enumerated in sub-section (3) of the same section—viz., not keeping proper books of account, continuing to trade with knowledge of insolvency, contracting debts without reasonable probability of being able to pay them, &c. Upon proof of any of these offences, the above discretion of the court is replaced by a direction that it *shall* either refuse the order, or suspend its operation, or grant it subject to conditions. A perusal of the former part of the section together with the proviso, by no means gives the impression that the absolute discretion at first given is altogether replaced by the subsequent special discretion in relation to cases under sub-section (3), and indeed the *dicta* referred to do not go to this extent, since they contemplate that, if no offence has been committed under this sub-section, reference may be made, at any rate, to section 24, which requires the bankrupt to assist the official receiver in realizing his property. Thus Lord Esher said that the conduct which the court was to take into consideration, if not specified in section 28, must be something described in section 24. Lopes, L.J., said that "conduct" in section 28 must be construed by reference to section 24, and Lord Macnaghten appeared to intimate that in a case not specified in section 28 it was necessary to rely upon section 24. It is clear, therefore, that none of these judges thought that the discretion of the court was limited under the proviso to the cases enumerated in sub-section (3), and the only question is, why, failing an offence here, they so expressed themselves as to make it appear that it was only permissible to refer to section 24. The answer to this is clearly the one given in the recent judgment—namely, that their minds were directed to the circumstances of the very peculiar case before them. A bankrupt had refused to submit to a medical examination which was required for the purpose of taking out a policy upon his life, and so conferring a new value upon a contingent reversionary interest to which he was entitled. Here, of course, there was no offence under section 28 (3), and hence all the judgments necessarily assume that it was possible, in spite of this, to exercise the general discretion under the earlier part of section 28 (2). There was obviously, however, a fear lest the dislike which was felt to the conduct of the bankrupt should make this discretion too wide, and base it upon circumstances which were merely matters of moral disappro-

bation. Accordingly, the Act was searched to find whether a duty to submit to examination was really imposed upon him, and as this was to be found, if anywhere, in section 24, to that section only allusion was made. The result was that, inasmuch as the new value to be conferred on the reversionary interest was no property of the bankrupt, he was under no duty with regard to it. While, then, the *dicta* in question are not inappropriate as applied to the case which produced them, it is clear that they must be explained by its special circumstances, and are not to be understood as implying that the court can only qualify an order of discharge where an offence has been committed under section 28 (3) or section 24. The fact is that the House of Lords considered that the latter section lets in the consideration of all other matters which can properly be said to concern the conduct of the bankrupt *in relation to the bankruptcy*, and these last words seem to give the only feasible limitation upon the discretion which the court is to exercise.

THE CASE of *Johnson* v. *Wild* (which we report elsewhere) appears to be the first decision that an underlessee of a portion of leasehold land is under no equitable liability to contribute to the holder of another portion who has been compelled to pay the rent of the whole. From the remarks made by the judges in *Hunter* v. *Hunt* (1 C. B. 300) it might have been supposed that in equity there would have been such a liability. There the plaintiff and defendant were underlessees at distinct rents of portions of land, the whole of which was held under one original lease at an entire rent. The plaintiff paid the whole rent under a threat of distress, and then sought to recover a proportion from the defendant as money paid to his use; but, as the pleadings did not shew that he had any goods on the premises liable to distress, and as he was under no personal liability to the original lessor himself, the court dismissed the action, on the ground that there was nothing to shew a payment to his use, at the same time suggesting that the proper remedy was in equity. Mr. Justice CHITTY, however, appears to be of a different opinion, and probably the only remedy is in more careful conveyancing. In the recent case before him, B., the original lessee, had mortgaged one part of the land to C. by assignment of the term, and another part to D by way of sub-demise. Both C. and D. took covenants from B. for payment of the rent and for indemnity; but these turned out to be worthless, and when the original lessor compelled C., as in the above case, by threat of distress, to pay the whole rent, C.'s only chance of recouping himself was to obtain contribution from D., and for this purpose the action was brought. At first sight, the claim seems reasonable enough, and an early court of equity might have granted the relief suggested in *Hunter* v. *Hunt*; but there was this distinction in the present case, that C. had, by taking an assignment, rendered himself directly liable to the payment of rent, while D. had taken his mortgage in such a form as to escape such liability. The doctrine of contribution seems, indeed, to depend upon the circumstance that one of two or more persons has been compelled to pay a debt for which both or all of them were liable, and hence to the present case it was in no way applicable. It may be noticed that the effect of a contrary decision would have been to expose D. to a personal liability which in his mortgage he had been careful to avoid, and even if, as in *Hunter* v. *Hunt*, both had been underlessees, it seems that, in the absence of express provision, it would have been impossible for the one upon whom the burden had fallen to require the other to share it with him.

It is stated that the late Mr. Justice Manisty bequeathed by his will to his senior clerk, Mr. William Bundock, £2,500; to his junior clerk, Mr. Charles Barnes, £100 a year for life; to the Barristers' Benevolent Association, £250.

At the Chelmsford Sessions on the 21st inst. Mr. Justice Denman complained of the very disagreeable smell, as of sewer-gas, in court, and called upon the court-keeper for an explanation. The court-keeper replied that the smell came from the prisoners' department, which was not under his control. Mr. Justice Denman remarked that it was a most disgraceful state of affairs, and all the more so because of the fact that it came from the place where possibly innocent men might be in confinement. He should report to the Home Secretary that the court was in such a state as to be a perfect disgrace, and dangerous to judges, counsel, and prisoners. His lordship then adjourned to the second court.

THE DOCTRINE OF REMOTENESS IN REGARD TO LEGAL LIMITATIONS.

THE recent decision of the Court of Appeal in the case of *Whitby* v. *Mitchell* (38 W. R. 337) sets at rest a question, formerly the subject of much discussion, as to the present extent and validity of the old common law rule that no estate can be limited by way of remainder to the child of an unborn person. It is usual to regard this as directed against the creation of perpetuities, and hence it is associated with the modern perpetuity rule, which was introduced as a check upon executory devises and shifting uses. In its origin, however, it was based rather upon the objection of the mediæval lawyers to double possibilities, and its effect in restraining the settlement of estates for a period inconveniently long was merely incidental. Examples of such double possibilities are given in *Cholmley's case* (2 Rep. 51 b) and *Lampet's case* (10 Rep. 50 b), and among them was reckoned the possibility that a person yet unborn might himself have issue (2 Cases and Opinions, Opinion of Mr. Booth, p. 435, and Mr. Yorke, p. 440, in *Baker's case*; Gilbert's Uses, p. 260, n. (2)). But, although this notion, founded upon the old scholastic logic, lingered for a long time after that logic had itself passed away, yet it also in turn became obsolete, and then a difficulty arose as to the continued existence of the rule founded upon it, a difficulty which was increased by the fact that the rule against perpetuities had in the meantime been invented. In this state of things two courses were open for adoption. The old rule, in spite of the failure of its original ground, might be regarded as still in existence, and as being now aimed directly against perpetuities, or, on the other hand, if it were obsolete, its place could be supplied by extending the new perpetuity rule to the case of remainders. The former alternative, especially since the recent decision, appears to give the correct view, but it was always open to the objection that the common law really knew nothing about remoteness, and hence an opportunity arose for advancing the second opinion, and this was done by LEWIS in his treatise on perpetuities.

Of the early existence of the common law rule there seems to be no doubt, and in *Hay* v. *Earl of Coventry* (3 T. R. 86) Lord KENYON said: "The law is now clearly settled that an estate for life may be limited to unborn issue provided the devisor does not go further and give an estate in succession to the children of such unborn issue"; and again in *Brudenel* v. *Elwes* (1 East, 452), "An unborn child may be made tenant in tail, but not tenant for life with a limitation to his children as purchasers." And the chief authority for basing it in the present day upon the repugnance of the law to perpetuities seems to be FEARNE, who says (Contingent Remainders, p. 502) that in the case of a limitation of lands in succession, first to a person *in esse*, and after his decease to his unborn children, and afterwards to the children of such unborn children, this last remainder is absolutely void, assigning as the reason that "any limitation in future or by way of remander, of lands of inheritance, which in its nature tends to a perpetuity, even although there be a preceding vested freehold so as to take it out of the description of an executory devise, is by our courts considered as bad in its creation." At the same time account must be taken of express disclaimers that there is at common law any objection to remainders on the ground of remoteness, and for these reference may be made to PRESTON, who says (Abstracts of Title 2, p. 114) that "no remainder can, in point of expression, be too remote"; and to Lord ST. LEONARDS, who, in *Cole* v. *Sewell* (1 Dr. & War., at p. 28), pronounced it to be perfectly settled that where a limitation is to take effect as a remainder, remoteness is out of the question. Both authorities appear to have been under the impression that the evil was guarded against by the necessity which contingent remainders were formerly under of vesting either before or upon the determination of the preceding estate, but since this latter may have been itself originally a future contingent estate, the notion of any protection being thus afforded appears to be illusory. In spite, then, of these disclaimers of remoteness as an operative principle at common law, and of the substitution for it of the liability of contingent remainders to destruction, we find the above authorities insisting also upon the rule in question. Thus PRESTON follows up his previous statement by the assertion that "a remainder may be too remote and void, because it is limited to the children of a person unborn, and to whom a prior estate for life is limited"; and in

Monypenny v. *Dering* (2 De G. M. & G., at p. 170) Lord St. Leonards says: "The rule of law forbids the raising of successive interests by purchase to unborn children—that is, to an unborn child of an unborn child. With this rule I have never meant to interfere, for it is too well settled to be broken in upon." So, too, in his treatise on Powers (p. 393) he says, agreeing indeed with Fearne, but somewhat inconsistently with his previous statement, that such limitations are clearly void by reason of their tendency to a perpetuity, independently of the technical objection that they involve a possibility upon a possibility.

In this state of opinion it is not surprising that an attempt should have been made to put the matter upon a fresh basis, and accordingly Lewis, while not repudiating altogether the traditional form of the old rule, maintained that it was now to be treated as a part of the more general rule against perpetuities, and was, therefore, to be restricted by that in the extent of its operation. Thus, while he admitted that "a limitation to the unborn child or other issue of an unborn tenant for life, unconfined in regard to the time of the birth of the later issue, is absolutely void for remoteness" (Treatise on Perpetuities, p. 419), he also asserted that "a limitation may be made to an unborn person for life, with remainder to the unborn child or other issue of such person, *provided the birth of the issue entitled under the ulterior remainder be limited to take place within the period of lives in being and twenty-one years*" (*ibid.*, p. 420), and the same view is urged more at length in the supplement (p. 97). Into the elaborate arguments by which he supported it, and the minute criticism which he directed at adverse opinions, particularly at Lord St. Leonards' judgment in *Cole* v. *Sewell*, referred to above, it is impossible to enter. Suffice it to say that we have here an explicit declaration that the modern perpetuity rule applies to remainders, and that a limitation, even to the issue of an unborn person, is not void provided it cannot in its inception exceed the limits prescribed by that rule. Of judicial authority in favour of this view there is very little; indeed, there seems to be nothing but the case of *Cattlin* v. *Brown* (11 Hare, 372), where Vice-Chancellor Wood vouched for the accuracy of a statement made by Preston in his argument in *Mogg* v. *Mogg* (1 Mer., at p. 664), that a remainder to the children of an unborn tenant for life was not good *unless there was a limitation of time within which it was to take effect*. It has, however, been viewed with favour by some authors of repute, and Hayes (Conveyancing, I., 494) denies validity to a limitation to the issue of unborn issue only when it is not confined within the absolute term which is prescribed by law as the measure of the settlement; while Jarman (2 Wills, Appendix, p. 845), disputing Lord St. Leonards' *dictum* that contingent remainders are not subject to the objection of remoteness, maintains that either remoteness is to be regarded as the ground of the old common law rule, or else remainders must be brought, as Lewis contends, within the modern perpetuity rule. In Davidson's Conveyancing (III., Part I., pp. 336-8) the two views are stated, but the reader is left to draw his own conclusions. At the same time attention is called to the novelty of Lewis's view, and the draftsman is naturally advised not to act upon it.

To this circumstance is probably due the fact that limitations which would challenge judicial decision on the point have not been used, and in more recent years any such attempt has been rendered still more unlikely by the strong view, adverse to the suggested change, taken by the late Joshua Williams (Real Prop., 15th ed., pp. 321-3, and App., p. 647). He was clearly of opinion that the old rule, as laid down by Lord Kenyon, was still in existence in spite of the fact that the objection to double possibilities had long been obsolete, and was content to accept it as a rule directly operative against perpetuities in the creation of remainders. Hence it was quite independent of the ordinary perpetuity rule, by which it was in no way to be restricted. This view, in consequence, has become so familiar that the present discussion wears somewhat the air of unreality, and it is curious that at length the above case of *Whitby* v. *Mitchell* should have arisen to revive an almost forgotten controversy. In this lands were, by a marriage settlement, limited to the use of the husband and wife successively for life, with remainder to the use of any one or more of their children, grandchildren, or more remote issue (born before any appointment made), as the husband and wife should by deed appoint. Subsequently, in exercise of the power, they appointed to the use of a married daughter for life, and after her decease to the use of her children, living at the date of the deed of appointment, as tenants in common in fee. This limitation, of course, had to be read as though it had been contained in the marriage settlement, and, therefore, if the old rule forbidding the creation of a remainder in favour of the issue of an unborn person was still in unrestricted operation, it would be void. At the same time the provision that children who were to take must be living at the date of the deed brought it within the period allowed by the rule against perpetuities, and it would consequently be good if the latter rule were now, according to Lewis's contention, to be adopted as the main guide. With the Court of Appeal, however, the somewhat theoretical arguments on which he relied appear to have weighed for little compared with the acknowledged existence of the common law rule, as absolute and independent, in former times, together with the weighty authority of Joshua Williams in its favour; and the judgment of Kay, J., declaring the limitation to the issue of the marriage in the second generation to be void, was upheld. This, of course, confirms what is now the common opinion, and shews the advantage of having text-books of such authority that judges of the Court of Appeal and the youngest students can alike take their law from them.

THE PERIOD OF LIMITATION APPLICABLE TO THE CHARGE FOR PAVING EXPENSES UNDER THE PUBLIC HEALTH ACT.

The case of *Hornsey Local Board* v. *Monarch Investment Building Society* (38 W. R. 85, 24 Q. B. D. 1) raised a point of considerable importance to urban sanitary authorities. We must confess to feeling a little difficulty about the decision, having regard to the general principles of law on the subject, and the language of the particular enactments involved, although undoubtedly there was a very strong argument for construing the section as the court did, having regard to the expediency of the case, and the hardship that would in many cases be produced by the other construction.

The question raised was as follows: The old Public Health Act of 1848, s. 69, provided that the expenses of sewering, levelling, paving, &c., under that section streets that were not highways (*i.e.*, repairable by the inhabitants at large) should be paid by the owners in default according to the frontage of their respective premises, and in such proportion as should be settled by the surveyor to the board, or, in case of dispute, as should be settled by arbitration in manner provided by the Act, and that such expenses might be recovered in a summary manner. The Local Government Act, 1858, s. 62, provided that, when the local board had incurred expenses for the repayment whereof the owner of the premises for or in respect of which the same were incurred was made liable . . . such expenses should be a charge on the premises. These provisions are substantially reproduced in the present Public Health Act of 1875, but in this particular case the expenses had been incurred under the former Acts before that Act was passed. The facts were these. Certain works of paving, &c., having been done by a local board in a street in 1874-75, the apportionment of expenses among the frontagers was not made till 1885. The defendants had become owners of premises in the street subsequently to the completion of the works, and in 1887 the amount apportioned on their premises was demanded of them. In 1888 the local board sued in the county court claiming a declaration that the expenses were a charge on the premises, and asking for a sale of the premises to give effect to the charge. The defendants relied on the 8th section of the Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57). That section in substance provides that no action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years "next after a present right to receive the same shall have accrued to some person capable of giving a discharge for, or release of, the same unless, &c." The argument for the plaintiffs was that the twelve years mentioned in the section did not begin to run in the case of the expenses sought to be recovered until the demand of payment, or at any rate until the apportionment. It was unnecessary for the purposes of the decision to make any distinction between these two last-mentioned dates, because, if either of them were the period from which the

statute began to run, the plaintiffs' claim was not barred. The Queen's Bench Division, however, held that the period of twelve years under the section ran from the completion of the works, which was more than twelve years before the action, and therefore the plaintiffs' claim was barred, and the Court of Appeal affirmed their decision.

The words upon which the whole controversy turned were the words "present right to receive the same" in the 8th section of the Real Property Limitation Act, 1874. It was argued for the plaintiffs, in substance, that these words were equivalent to "present right to enforce payment of the same," but the Court of Appeal seems to have held that the two expressions were not equivalent, and that there might be a present right to receive, though there might not be a present right to enforce, payment of a sum of money. The argument which seems to have had most weight practically in leading the court to take the view which they did was that otherwise, as the surveyor who is to make the apportionment is the servant of the local board, the creditors in such a case might, by delaying the making of the apportionment, indefinitely postpone the period from which the Statute of Limitations would begin to run. We feel the force of this argument very strongly, but still we must confess to some slight misgiving with regard to the soundness of the view adopted to avoid the mischief pointed out.

To begin with, we had supposed that the general rule for the construction of Statutes of Limitation was that the period for barring a remedy was a period during which such remedy existed—as, for instance, in the ordinary case of an action at law in contract or tort, when the statute runs from the date when the right of action, whatever it might be, accrued. No doubt the words of the 8th section are somewhat different from those of other sections imposing periods of limitation, but, putting that consideration aside, and looking merely to the words "present right to receive the same" (*i.e.*, a sum charged), we cannot help thinking that the words in this connection naturally mean right as against the party liable to be presently paid by him. Can there be said, in the case of these paving expenses, to be such a right before the apportionment? Some of the expressions used by the judges in the Court of Appeal seem to us to treat the expression as meaning right to receive if the other party is willing to pay, a meaning which appears to us to be too wide in this connection. The Master of the Rolls, as reported, says: "The charge exists, though the exact amount charged may not be ascertained. It is suggested that a person in whose favour a charge is imposed cannot be entitled to receive an amount which is not ascertained. I do not see why this should be so. A sum may be offered to him which the person offering it thinks to be the right sum, and which he may also think to be the right sum, although the actual calculation of the amount has not been made. What is there in law or reason or business to shew that *he is not entitled to receive* the sum when so offered to him?" But the words "entitled to receive" seem to be used here somewhat ambiguously. A man against whom a liability is accruing may, no doubt, come and anticipate the actual accruing of the liability by offering an estimated sum, and the other party may, in one sense, be said to be entitled to receive it; but it seems to us that this would be too wide a sense of the words "present right to receive." In this sense there would be a present right to receive, although the sum of money charged was only payable in future or in reversion, or were only to become due on a contingency. We cannot help thinking that there must be an accrued liability.

The Master of the Rolls and the Lords Justices, however, no doubt did base their views on the idea that there was an accrued liability, though the amount was not ascertained, and LINDLEY, L.J., cited as an analogous case the right of a partner, on a dissolution of partnership, to receive the amount found to be his share of the partnership assets on taking the accounts. The ordinary case of a *quantum meruit* might also be cited. There are, of course, many cases in which a present liability to pay and right to receive money exists on the principle *id certum est quod certum reddi potest*, though the exact amount is not ascertained. If there be an accrued liability to pay money before the apportionment in the sense of a *debitum in præsenti solvendum in præsenti*, then we think the statute does begin to run, and the decision is right. But we doubt whether these cases are exactly analogous. It is clear that there is, in such cases as that of a *quantum meruit*, an accrued present liability to pay, and right to receive, an amount which may be settled by the parties for themselves, or, if not, must be settled by the tribunal before which the proceedings to recover it are taken. But then it is merely a question between the parties what the particular amount due is, and they may settle that between themselves. We doubt whether, in this case, the court sufficiently considered the position of the local board and the function of the apportionment required by the statute in the case of paving expenses in a street. We doubt whether the case is, as supposed, merely one of an accrued liability of an unascertained amount, which it was open to the parties to settle between themselves, without waiting for its liquidation as provided by the statute. There would be a difficulty about the local board's agreeing the amount of paving expenses with a frontager as suggested. The local board are bound, by their relation to the ratepayers, and by the terms of the statute, to recover the whole amount of the expenses of paving a street, not a highway repairable by the inhabitants, from the frontagers. They cannot throw any portion of the expense on the ratepayers which they could recover from the frontagers. But, inasmuch as the frontagers, by the scheme of the Act, are not jointly, or jointly and severally, liable for the total expenses, but each frontager is to pay a proportion only, to be fixed in manner provided, before any sum of money can be said actually to accrue by way of charge, in the sense of becoming presently payable, must not the proportions be ascertained? There seems to be a difficulty in saying that the board can take a sum offered as an estimated amount by a frontager before the apportionment, as suggested by the Master of the Rolls, because it is not a question merely of agreeing an amount between them and the particular frontager, but, as between them and the other frontagers and between them and the ratepayers, the total amount of the expenses for the street must be apportioned into aliquot parts between the frontagers. If the board agreed to take a certain sum from any frontager before apportionment, and it proved to be less than the apportioned amount, the board have no power to charge the deficiency to the other frontagers or the ratepayers. This being so, the question is whether the apportionment is not a condition precedent to the accruing of the liability. It is like an agreement to pay such sum as A. B. may fix, in the case of which there can hardly be said to be a present right to receive any sum till A. B. has fixed one. If it were merely a question of fixing, as between the board and a particular owner, the amount to be paid for works done for the benefit of that owner's premises, we should say that the analogy of a *quantum meruit* would be valid, but as the case stands we cannot help feeling doubts whether there could be said to be a present right to receive the expenses in question until the apportionment. We fully admit the mischief that arises from the other construction of the statute in the particular class of cases; but hardships and anomalies do sometimes arise from the true construction of Acts. It may be noticed that a precisely similar mischief would appear to arise with regard to the personal remedy against the owners in regard to these very same paving expenses, for it has been held that the six months' period of limitation with regard to the summary remedy only runs from the service of a demand for the apportioned expenses, which the board do not appear to be bound to make within any particular time.

REVIEWS.

COUNTY COURTS.

A COMPLETE PRACTICE OF THE COUNTY COURTS, INCLUDING THAT IN ADMIRALTY AND BANKRUPTCY, EMBODYING THE COUNTY COURTS ACT, 1888, AND OTHER EXISTING COUNTY COURTS ACTS, RULES OF 1889, FORMS, AND COSTS. WITH FULL ALPHABETICAL INDEX TO OFFICIAL FORMS, ADDITIONAL FORMS, AND GENERAL INDEX. By G. PITT-LEWIS, Q.C., M.P., Recorder of Poole. FOURTH EDITION. Stevens & Sons (Limited).

The passing of the County Courts Act, 1888, and the issue of the County Court Rules, 1889, sufficiently account for the appearance of a new edition of this standard work, which, on every page, bears traces of time, thought, and labour bestowed upon it. It is still divided into two volumes; each volume complete in itself, and possessing a full and separate index. Vol. I. contains 807 pages, exclusive of tables, appendices, and index, and embodies the history, constitution, and jurisdiction of the county courts and the practice in all ordinary county court actions and on appeals. It has, in great measure, been re-written, though upon the same lines as the preceding editions of this volume. In Vol. I. will be found, carefully

noted, all the changes introduced by the new County Courts Act and Rules in the practice governing an ordinary county court action, the various stages of which are so accurately and minutely traced as to render mistakes, even by the uninitiated, practically impossible if only reasonable care and attention be observed by them. The chapters on "Interlocutory Proceedings," "Appeals from County Courts," and "Enforcement of Judgments," which are all included in Book II. of Vol. I., are distinguished by special merits, both of arrangement and of exposition. The last named chapter contains a remarkably complete and intelligible statement of the law relating to bills of sale—a subject so tangled and beset with difficulty as almost to baffle the comprehension of the most highly-trained legal intellect. The method adopted by Mr. Pitt-Lewis in expounding this complicated branch of law must have involved great labour to the author, who has conscientiously endeavoured (and with considerable success) to reduce to some order the chaos resulting from a maze of legislative enactments, and the contradictory and highly technical decisions to which they have given rise.

Vol. II., which contains 959 pages, exclusive of tables, appendices, and index, treats of the practice of the county courts in admiralty, probate, bankruptcy, and under special statutes. It comprises useful and reliable information on all the subjects included in it, but its chief merit consists in this, namely, that it does not credit the reader with the possession of special knowledge, which he may or may not have previously acquired, but assumes, on the contrary, that he is wholly ignorant, and therefore requires the detailed explanations and guidance that are provided for him in this volume. Even such comprehensive subjects as admiralty and bankruptcy practice receive adequate treatment at the hands of the author, whose aim throughout has been to render his work complete in itself, so as to obviate the necessity for reference by the practitioner to other treatises for information which he may reasonably expect to find in the volume before us. So far as Vol. II. is concerned, it does not, we consider, contain a more useful and well-executed piece of writing than the chapter on "The Jurisdiction and Proceedings under the Employers' Liability Act." This chapter occupies some thirty pages altogether, and is a marvel of condensation and lucid arrangement. Mr. Pitt-Lewis does not hesitate to express the opinion that the Employers' Liability Act, 1880, is very badly drawn, and, at p. 242, he carefully defines its somewhat limited scope and restricted operation, which, it is to be hoped, will be extended by subsequent legislation. We cannot accord unqualified praise to the chapter which treats of the "Winding Up of Companies and Societies." It consists, for the most part, of a collection of enactments, rules, and forms carefully arranged. Comparatively few cases are, however, cited, and the explanations given are certainly few and far between. We, however, are inclined to attribute these deficiences to a laudable desire, on the part of the author, to keep down the bulk of Vol. II., which as it includes such a variety of subjects, each requiring separate treatment, might easily, if proper vigilance were not observed, assume unreasonable proportions.

We must not conclude this notice without directing attention to the alphabetical index of forms which is contained in the general index to Vol. I. This sub-index—as we may term it—comprises over 200 separate titles, all of which appear to us to be extremely well chosen. The tables of cases prefixed to these volumes leave nothing to be desired. They refer the reader to all the reports where the cases cited in the text are contained, and, so far as we have been able to test them, are characterized by accuracy. The tabular indices to statutory provisions and rules, prefixed to Vol. I., will be found most useful by the practitioner. Altogether, the present edition of this work fully maintains its reputation as the standard county court practice.

CORRESPONDENCE.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The profession is, of course, well aware that the Incorporated Law Society has appointed a special committee (of which I am honorary secretary) to consider and report generally upon the practice of the registry, especially since the commencement of the present year, from which date one must make a fresh start, so to speak, looking to the fact that the several cases of *Munton* v. *Lord Truro* were finally disposed of by the end of 1889 (not to speak of the new Oaths Act), and there could no longer be any excuse for departure either in regard to the legally-ascertained fees or the process of registration.

I am afraid it will be thought that I owe an apology to the numerous subscribers to my proposed manual on the registry (which has long been "on the stocks") for the delay in publishing it, but I have been anxious to clear up every point as far as possible, and it will be better to wait for the committee's report, a very few weeks from the present moment.

Many letters have reached me in relation to memorials registered prior to January, and you will perhaps permit me to ask those who have an appreciable practice at the registry for any example of exceptional conduct since that date.

The principal question is whether the now-ascertained registration fee of 2s. for memorials not exceeding 200 words (*i.e.*, 1s. for the length, and 1s. for indorsing the certificate) has been exceeded in cases where the oath is administered outside the registry? By the way, many questions have been put to me by commissioners as to the proper charge for the oath. I contended at the outset that 1s. 6d. was the right fee, seeing that the deed to which the memorial refers, and which is produced to the deponent, is never formally marked as an exhibit; but as Mr. Justice Mathew and Mr. Justice A. L. Smith seemed to think that it would be unreasonable to disturb the practice of the registry in treating the deed as an "exhibit," half a crown may now be justly taken either by the registry or an outside commissioner. I myself always so charge when memorials are sworn to before me.

The next point is as to the index. The Royal Commission, appointed some twenty years since to inquire into the registry, expressed a hesitating opinion as to the rights of the compilers of the lexicographical books which most people use, it being practically impossible to make head or tail of the parliamentary index, kept in most primitive fashion. In any office not allowed to go its own way for a century and more without rules, the improved index would have followed as a matter of course with the improved receipts. Some people think, and perhaps reasonably, that a compromise on this head would be expedient.

Then we come to the question of official searches. Everybody acquainted with the Yorkshire Acts is aware that registration there is simplicity itself, and that both registration and search can be made without going to the registry at all. It is true that the Middlesex statute as to official search is somewhat vague, like many of its other clauses, but the Act, at all events, seems strong enough to admit of official searches if willingly undertaken, though the statute may or may not be sufficient to demand it. Here, again, is a subject for possible compromise.

The next point is the delay in the return of the registered document. Why should we wait the time we do? As far as I can see, the registry has contrived to be in arrear for several generations, and while expedition money can be got the arrear will not be overtaken this side of the grave. I do not seek the services of any man without payment, but as I object to the registry altogether (unless, indeed, every county is put on a similar footing) I shall continue to resist any demand beyond what the statute compels.

Lastly, I think we are all agreed that there is no reason why the Middlesex Registry should not open for all business from ten to four, like other public offices (even in Queen Anne's time the Act prescribed six hours' labour), and that the unwarrantable system which has grown up of fixing awkward hours for given work should be abolished without further ado.

If our professional friends will favour me with their views on these points, say by the week after Easter, I will bring them before the special committee.

FRANCIS K. MUNTON.

95A, Queen Victoria-street, March 25.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER VACATION, 1890.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Denman.

Mr. Justice Denman will act as vacation judge from Thursday, April 3, to Monday, April 14, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 3, Thursday, April 10, and Monday, April 14. On other days, within the above period, applications in urgent chancery matters may be made to his lordship at his private residence, No. 8, Cranley-gardens, South Kensington, S.W.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.
Chancery Registrars' Chambers,
Royal Courts of Justice,
March 24, 1890.

CASES OF THE WEEK.

Court of Appeal.

WILLIAMS *v.* BIRD—No. 2, 26th March.

DISCOVERY—AFFIDAVIT OF DOCUMENTS—DISCRETION OF JUDGE—APPEAL—R. S. C., XXXI., R. 12.

This was an appeal against the refusal of North, J., to order the defendant to make an affidavit of documents. North, J., thought it clear that the defendant had not any documents in his possession which could assist the plaintiff. On the opening of the appeal the preliminary objection was taken, that under rule 12 of order 31 the judge had a discretion as to ordering the affidavit to be made.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) overruled the objection, and ordered the defendant to make an affidavit with regard to some correspondence which was referred to in the pleadings. COTTON, L.J., said that no doubt the rules of 1883 gave to the judge a discretion with regard to discovery which he had not previously. But it was a judicial discretion, and an appeal lay from its exercise.—COUNSEL, *Glenn; Upjohn.* SOLICITORS, *Nye, Greenwood, & Moreton; Bird & Moore.*

***Re* HARGREAVES, DICKS *v.* HARE—No. 2, 27th March.**

ADMINISTRATION—INSOLVENT ESTATE—RIGHT TO ADMINISTRATION ORDER—ANNUITANT—JUDICATURE ACT, 1875, S. 10—R. S. C., LV., 3.

In this case an important question arose as to the right to an order for the administration of an insolvent estate—viz., whether an annuitant, who, by virtue of section 10 of the Judicature Act, 1875, would have been entitled, if an administration order had been made, to prove in the administration for the capital value of the annuity, was entitled to obtain an order on an originating summons for the administration of the estate, there being no payment of the annuity in arrear. By a deed dated the 19th of January, 1887, the testator, whose marriage had then recently been dissolved by a final decree of the Divorce Division, covenanted with two trustees that he would, during the remainder of the life of the divorced wife, pay to them an annuity of £500, to be held by them upon certain trusts thereby declared for the benefit of her and her children. The annuity was to be considered as accruing from day to day, but was to be paid by equal quarterly payments on the usual quarter days. The testator died on the 21st of October, 1889. No payment of the annuity was then in arrear. On the 13th of December the trustees of the deed issued an originating summons against the executors for the administration of the testator's estate, supporting it by an affidavit that information received from the solicitors to the executors shewed that the estate was insufficient to provide for payment in full of the value of the annuity. From an affidavit made by one of the defendants on the 16th of January it appeared that the value of the testator's estate (less funeral and other expenses) was £4,349; that the claims made (in answer to advertisements) against the estate (exclusive of the plaintiff's claim), and admitted by the executors, amounted to £1,857; and that the capital value of the annuity (according to the tables under the Succession Duty Act) was £8,386. The instalment of the annuity due at Christmas, 1889, had been paid by the executors. North, J., refused to make an administration order, and dismissed the summons. Section 10 of the Judicature Act, 1875, provides that "in the administration by the court of the assets of any person who may die after the commencement of this Act, and whose estate may prove to be insufficient for the payment in full of his debts and liabilities, and in the winding up of any company under the Companies Acts, 1862 and 1867, whose assets may prove to be insufficient for the payment of its debts and liabilities, and the costs of the winding up, the same rules shall prevail and be observed as to the respective rights of secured and unsecured creditors, and as to debts and liabilities provable, and as to the valuation of annuities and future and contingent liabilities respectively, as may be in force for the time being under the law of bankruptcy with respect to the estates of persons adjudged bankrupt." By rule 3 of order 55, "Any person claiming to be interested in the relief sought as creditor . . . of a deceased person . . . may take out, as of course, an originating summons . . . for such relief of the nature or kind following, as may by the summons be specified, and as the circumstances of the case may require, that is to say, the determination, without an administration of the estate," of certain specified questions or matters. And by rule 4, "Any of the persons named in the last preceding rule may in like manner apply for and obtain an order" for the administration of the personal or the real estate of the deceased. It was argued that, inasmuch as section 10 gave the plaintiffs a right, in case of the administration of the estate by the court, to prove, as in bankruptcy, for the capital value of the annuity, it followed by necessary implication that they were creditors entitled to an administration order.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that, independently of section 10, the plaintiffs would have had no right to prove for the capital value of the annuity; they could not have compelled the executors to pay them that value. The right given by section 10 to prove for the value of the annuity was made dependent upon an administration order having been granted. When the court was administering the assets of a deceased person whose estate was insufficient, section 10 enabled an annuitant to prove in the administration for the value of the annuity. But section 10 conferred on an annuitant no greater right to bring an action for administration than he had before. If the annuity was paid punctually, the annuitant would have had no right to sue the executors of the covenantor for the annuity, or to bring an action for the administration of his estate. In his lordship's opinion section 10 gave to an annuitant no higher right, independently of an administration order. It was urged that, by virtue of rules 3 and 4 of order 55, anyone who "claimed" to be a creditor of a deceased person was entitled to obtain, by originating summons, an order for the administration of the estate of the deceased. In his lordship's opinion this did not give the person who claimed to be a creditor any right to an administration order which he had not previously; he could obtain such an order only if he was in fact a creditor. No doubt the trustees could have come in under an administration order and proved as creditors for the value of the annuity as a debt; but it did not follow that they were constituted creditors for the purpose of obtaining an administration order. In his lordship's opinion, so long as the annuity was paid as it became due, the trustees could not obtain an administration order. In *Whitmore* v. *Oxborrow* (2 Y. & C. Ch. 13), which had been relied on, there was a debt due to the plaintiff *in præsenti*, though it was *solvendum in futuro*, and it was held that he could maintain a bill as creditor to administer the estate of the debtor. That did not apply to a case like the present, in which there was no debt at all due to the trustees. LINDLEY, L.J., could not help being struck with the anomalous state of the law on this subject. But the Act must be the guide. Order 55 related only to procedure; it only enabled persons, who could previously have obtained an administration order, to proceed by summons instead of by writ. It did not create any new creditors. The question turned upon section 10 of the Judicature Act. We must see what the Legislature had done, and what they had not done. They had not interfered with the administration of assets, except in legal proceedings; out of court executors would have to administer the assets in the same way as before the Act. Certain alterations were made in the administration of assets in the winding up of insolvent companies, and in the administration of insolvent estates of deceased persons. The effect of section 10 was, that the same rules were to be observed by the court in bankruptcy, winding up, and the administration of estates. It was unfortunate for the plaintiffs that no order had been made by the court for the administration of the testator's estate, the reason being that the executors were at present in a position to pay every creditor in full. If an administration order had been made, the plaintiffs would have been entitled to prove for the value of the annuity; as matters stood, they were only entitled to payment of the annuity as it became due. In the course of time there would, in all probability, be a deficiency in the assets. It certainly seemed strange that the rights of the annuitant should differ according as there had or had not been an order for the administration of the estate by the court. But there were other similar anomalies. LOPES, L.J., concurred.—COUNSEL, *Maclean*, Q.C., and *S. Dickinson; Buckley*, Q.C., and *Farwell*. SOLICITORS, *Winter & Co.; Tatham & Pym.*

McDOUGALL *v.* COPESTAKE—No. 2, 26th March.

APPEAL—SECURITY FOR COSTS—SPECIAL CIRCUMSTANCES—EVIDENCE OF INSOLVENCY OF APPELLANT—ABUSE OF PROCESS OF COURT—R. S. C., LVIII., 15.

This was an application by the respondents to an appeal that the appellant might be ordered to give security for the costs of his appeal. The action was brought to set aside a judgment which the defendants had obtained in the year 1877 in an action brought against them by the plaintiff. The present action (which had been dismissed by Kekewich, J.) was based on the allegation that the judgment in the former action had been obtained by fraud on the part of the defendants. At the trial of the former action it had been dismissed at the conclusion of the plaintiffs' case without hearing the defendants. In support of the application for security an affidavit (founded only on information and belief) was made, to the effect that the appellant would not be able, if his appeal should be unsuccessful, to pay the respondents' costs. The appellant had not paid costs which he had been already ordered to pay to the respondents, but there was nothing to shew that the respondents had attempted to levy execution for those costs. The appellant had not answered the respondents' affidavit. It was urged that the affidavit, not having been answered, was sufficient evidence of the appellants' inability to pay costs. It was also contended that the appeal was clearly an abuse of the process of the court, because, the defendants in the former action not having been heard, it was impossible that the judgment in that action could have been obtained by their fraud. Reference was made to *Weldon* v. *Maples* (20 Q. B. D. 331) as an authority that an abuse by the appellant of the process of the court was a "special circumstance" justifying the requiring the appellant to give security for the costs of the appeal.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) refused the application. COTTON, L.J., said that mere information and belief was not sufficient evidence of the appellant's inability to pay costs. As to the other ground, his lordship was always very unwilling to enter into any other reason for requiring security to be given for the costs of an appeal than the ordinary ground of the appellant's inability to pay costs. He thought it would be wrong to do so in the present case. The court would have to enter into all the facts as to what took place at the trial of the former action. Except upon facts well known to the court, it ought not at this stage to decide that the appeal was an abuse of the procedure, or that it was hopeless. If the action was vexatious or an abuse of the process of the court the defendants could apply for a stay of the proceedings. Of

course, if the court could see clearly that the appeal was an abuse of the process the appellant might be required to give security for the costs. LINDLEY, L.J., said that *Welden* v. *Maples* was, so far as he knew, the only case in which an appellant had been required to give security for costs except on the ground of inability to pay the costs if unsuccessful. But in that case there was evidence that the appellant had put her money where no one could get at it. The affidavit of the present appellant's inability to pay costs was wholly insufficient, and did not require an answer by him. LOPES, L.J., concurred.—COUNSEL, *Levett; H. Tindal Atkinson; Oswald.* SOLICITORS, *W. Dance; Phelps, Sidgwick, & Biddle; Snell, Son, & Greenip.*

High Court—Chancery Division.

JOHNSON *v.* **WILD AND ANOTHER**—Chitty, J., 25th March.

LESSOR AND LESSEE—MORTGAGE OF LEASEHOLDS—COVENANT TO PAY RENT—CONTRIBUTION.

In this case the plaintiff, a mortgagee by way of assignment of part of premises comprised in a lease, claimed from mortgagees by way of demise of the other part of the same leasehold premises contribution in respect of having satisfied the covenant of the mortgagor to pay the rent due to the lessor in respect of the whole of the leasehold property. It appeared that in 1878 one Clarke demised to one Minor a small plot of land for a term of 999 years at a yearly rent of 2d. per square yard. Minor had mortgaged part of this land, consisting of garden ground, to the plaintiff for the whole of the term by way of assignment, and the other part, on which were buildings, Minor mortgaged to the defendants by way of demise for the whole of the term less ten days. Both mortgages contained covenants by Minor to pay the rent due to the original lessor and to indemnify the mortgagees. The plaintiff had entered into possession, and it appeared that, Minor not having paid the rent, and being, as was stated, impecunious, and the original lessor having applied to the plaintiff for the whole of the rent due under the lease and threatened to distrain, the plaintiff paid the entire sum demanded, and sued the defendants for contribution. The plaintiff relied on *Layer* v. *Nelson* (1 Vern. 456) and referred to Story's Equity Jurisprudence, 9th ed., s. 493, submitting that the case was analogous to the practice of the courts upon cases of salvage, general average, and the like. The defendants cited *Hunter* v. *Hunt* (1 C. B. 300) and *Leigh* v. *Dickeson* (33 W. R. 538, 15 Q. B. D. 60), and also submitted that the plaintiff must suffer the consequences of his own act in taking a mortgage of a leasehold by assignment instead of by demise.

CHITTY, J., said that there was no common obligation between the parties, and therefore there could be no right of contribution. The landlord had distrained for the rent, and, finding that he could obtain his distress best upon the part of the land which was in the plaintiff's holding, he had distrained, or threatened to do so (which was the same thing), on the plaintiff, and the plaintiff, in order to avoid the distress, had paid the entire rent reserved by the lease of 1878, and that was the payment in respect of which he demanded the contribution. The plaintiff was not demanding contribution from a person who was liable to a common demand, because the defendants were not liable for the rent, and the defendants were not only not liable for the rent, but nobody could sue the defendants in respect of their separate liability. Whereas, in a common demand for which two persons were liable, if one paid, then there was a right of contribution on the part of the one who made the payment against the one who did not. There was no authority for the proposition advanced on behalf of the plaintiff. Co-sureties were liable for the principal demanded either in whole or in part, and, as between co-sureties, there was not only the common law right of contribution, but there was the equitable right of contribution. The present question must often have arisen before, and if he were to accede to the principle contended for, where there was a series of underlessees, there would be endless complication. The plaintiff, no doubt, was in an unfortunate position, for he had lost his right as against his mortgagor, because his mortgagor was impecunious. The plaintiff's case, however, failed, and the action was dismissed, with costs.—COUNSEL, *Romer*, Q.C., and *Levett; Maclean*, Q.C., and *Swinfen Eady*. SOLICITORS, *Robins, Billing, & Co.*, for *Johnson & Johnson*, Stockport; *A. Nash.*

***Re* RISING SUN HOUSE PROPERTY ASSOCIATION**—Stirling, J., 22nd March.

COMPANY—VESTING ORDER—EX PARTE APPLICATION—COMPANIES ACT, 1862.

A question arose in this case whether an application for a vesting order under section 203 of the Companies Act, 1862, could be made *ex parte*. The section provides that "if any unregistered company has no power to sue or be sued in a common name, or if for any reason it appears expedient, the court may, by the order made for winding up such company, or by any subsequent order, direct that all such property, real and personal . . . is to vest in the official liquidator or official liquidators by his or their official name or names. . . ." The above association was an unregistered company within the meaning of Part VIII. of the Companies Act, 1862. Its property was vested in trustees, of whom one only was now surviving, and who was a bankrupt. In June, 1889, a winding-up order under section 199 of the Act was made, and a liquidator appointed. The trustee's costs in the winding up had already been paid. This was an application by the official liquidator under section 203 for a vesting order. In *Re Albert Life Assurance Co.* (18 W. R. 91) James, V.C., made such an order on an *ex parte* application, but in *Re Albion Mutual Permanent Building Society* (32 SOLICITORS' JOURNAL, 185) Chitty, J., refused to follow that decision, on the ground that it was not clear from the report of the case that the order was made without the consent of the trustees. An inspection, however, of the order in that case had been made at the Record Office, from which it did not appear that any consent was given on behalf of the trustees.

STIRLING, J., made the order asked, subject to no reason being shewn against it by the chief clerk who had charge of the winding up, and subject also to notice of it being served on the trustee in bankruptcy of the surviving trustee before the order was drawn up.—COUNSEL, *J. M. Stone.* SOLICITORS, *Stones, Morris, & Stone.*

DACRES PATTERSON *v.* **FOOTE**—Kekewich, J., 21st March.

PRACTICE—NON-APPEARANCE OF PLAINTIFF AT TRIAL—PROOF BY DEFENDANT OF SERVICE OF NOTICE OF TRIAL—R. S. C., XXXI., 32.

At the trial of this action the plaintiff did not appear, and the action was dismissed, with costs. The defendant had given notice of trial, and he now applied for the direction of the court whether it was necessary for him to prove service of the notice of trial upon the plaintiff.

KEKEWICH, J., said that he had held in a previous case that the same rule applied whether notice of trial had been given by plaintiff or defendant, and that it was not necessary that the defendant should prove service of the notice of trial.—COUNSEL, *Charles Walker.* SOLICITORS, *Brooks, Jenkins, & Co.*

BUCKLE *v.* **FREDERICKS**—Kekewich, J., 21st March.

COVENANT—BUILDING SCHEME—PROHIBITION OF TRADE OF RETAILER OF WINE, SPIRITS, OR BEER—REFRESHMENT BAR AT THEATRE.

This was a motion by the plaintiffs for an injunction to restrain the defendant from carrying on at the Stratford Theatre, Essex, the trade of an innkeeper, victualler, or retailer of wine, spirits, or beer contrary to the provisions contained in the conveyances of the said premises to the defendant. The plaintiffs were the owners, and the defendant was the owner as to one and lessee as to other, of certain plots of ground which had been laid out and sold by a land company under a building scheme; and the conveyance by the company to the predecessors in title of the plaintiffs and defendant contained a covenant that "no public-house, beer-house, or house for the sale of beer, wine, or spirituous liquors shall be erected, nor shall the trade of an innkeeper, victualler, or retailer of wine, spirits, or beer be carried on or upon any lot." The defendant had started the Stratford Theatre upon the plots in his possession, and had opened a bar on one plot for the purpose of supplying the frequenters of the theatre with refreshment. It was argued for the defendant that he was not, in fact, carrying on any of the trades enumerated in the above covenant; that the refreshment bar was merely auxiliary to the business of the theatre.

KEKEWICH, J., said that it was not suggested that the defendant was carrying on the trade of an innkeeper or victualler, but it was said that he was a retailer of beer, wines, and spirits. He had a theatre, to which the building in question was a convenient annexe, and he used that building as a refreshment bar; the theatre was open to all upon payment of a fee, and all frequenting the theatre could resort to the bar, at which were retailed wines, spirits, and beer. This was directly within the words of the covenant. This case was entirely different from the case of *Jones* v. *Bone* (18 W. R. 489, L. R. 9 Eq. 674), relied upon by the defendant. In that case the covenant was directed against the carrying on of certain trades, and it was held that some other trade might be carried on, though similar articles were sold. An injunction must be granted in the terms of the covenant, but would be stayed pending an appeal.—COUNSEL, *Marten*, Q.C., and *Swinfen Eady; Haldane*, Q.C., and *W. L. Chubb.* SOLICITORS, *Russell & Co.; M. B. King.*

High Court—Queen's Bench Division.

COTTERILL *v.* **LEMPRIERE**—26th March.

CRIMINAL LAW—ALTERNATIVE CHARGE—UNCERTAINTY—VALIDITY OF CONVICTION.

The question raised in this appeal was as to the validity of a conviction based upon an information which charged an offence against two classes of persons in the alternative without specifying against which class the offence had been committed. The facts were shortly these: A bye-law of the South Staffordshire District Tramways Co. provides that no smoke or steam shall be emitted from the engines of the company so as to constitute a reasonable ground of complaint "to the public or the passengers." The appellant was the driver of one of the engines, and was charged upon an information with having permitted smoke to be emitted from his engine "contrary to the bye-law." It was proved before the magistrates that the emission of the smoke was a reasonable ground of complaint to the public. They convicted the appellant of the offence charged in the information, and inflicted a fine, according to the bye-law, but stated this case for the opinion of the High Court; the main point to be decided being whether the information, and, consequently, the conviction, were bad for not stating whether the offence had been committed against the public or against the passengers. It was argued for the appellant that the information and the conviction must state the exact offence charged, and that an alternative charge was not enough to support a conviction upon one of the alternatives. *Rex* v. *Sadler* (2 Chitty, 519), *Rex* v. *North* (6 D. & R. 143), and *Rex* v. *Pain* (7 D. & R. 678) were cited. On the other side it was contended that the objection was merely

technical, and that the failure to state the charge more precisely could not have prejudiced the appellant in his defence; the penalty for the offence was the same, no matter against which class of persons committed.

Lord COLERIDGE, C.J., said that he felt himself obliged to yield to the objection which had been raised, though he agreed with Abbott, C.J., in *Rex* v. *Pain*, in thinking that it was "a very nice and subtle objection, and quite beside the merits." It was not to be inferred from the bye-law that an offence against the public was also an offence against the passengers; the emission of the smoke might be a reasonable ground of complaint to one of those classes only. It was clear from the decisions that where there were alternative offences stated in an Act, although the same penalty were imposed upon either alternative, yet the information must state which offence was charged. It might be that even in the present day, when the tendency was to take broad views and to discountenance technicalities, this conviction would not be allowed to stand; but the question was not open for discussion. In *Sadler's case*, in the year 1787, where the charge was that the defendant "did kill *or* attempt to kill," certain fish; in *North's case*, decided in 1825, where the information alleged an illegal sale of "beer or ale"; and in *Pain's case*, in the following year, where the words were casks "of the description used, or intended to be used, for the smuggling of spirits," the convictions were quashed for uncertainty. The same principle applied in the present case, and it was impossible to decide against the judgments of the great judges who decided that series of cases. The conviction must be quashed. Lord ESHER, M.R., said that the case must be decided according to the well-known principles of the criminal law of England. Where a man was charged with an offence, the question was whether those who made the charge against him had proved clearly and in strict form the charge which they had made. Even if the cases which had been cited had not existed he should have considered that this offence had not been properly charged in the information, and even that the uncertainty of the charge might have had important consequences to the appellant. If an offence against passengers only had been charged, he would naturally have turned to passengers to find witnesses to refute the charge; if the offence alleged had been against the public, he would have looked elsewhere. It was undoubtedly a hardship to him that he did not know which was the offence. There was a chain of authorities which seemed to have been quite rightly decided, and, apart from them, he would have arrived at the same result. Conviction quashed.—COUNSEL, *Macintyre; Johnstone Watson*. SOLICITORS, *Smiles, Binyon, & Ollard*, for *Duignan & Elliot*, Walsall; *Charles Robinson*.

Bankruptcy Cases.

Re **PERKINS**, *Ex parte* **PERKINS**—C. A. No. 1, 24th March.

BANKRUPTCY—RESCISSION OF RECEIVING ORDER—APPLICATION BY DEBTOR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 104.

This was an application by the debtor to rescind a receiving order which the Court of Appeal, reversing the decision of the registrar, had made against him (see *ante*, p. 269). The debtor now made an affidavit stating that the petitioning creditor's debt had been paid in full, and that the only two other creditors had also been paid. Receipts for these last two debts were exhibited to the affidavit. There was no affidavit by these two creditors, but the petitioning creditor appeared upon the application and did not oppose it.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.) granted the application. They said that they did not hold that, whenever a debtor made an affidavit that all the creditors had been paid, and applied to have the receiving order rescinded, and the petitioning creditor stated that he was satisfied, the court would rescind the receiving order. It depended upon the circumstances of each case, and in the present case they thought it safe to allow the receiving order to be rescinded.—COUNSEL, *Poley; Yate-Lee*. SOLICITORS, *E. Kimber; Francis & Johnson*.

Ex parte **JONES**, *Re* **JONES**—Q. B. Div., 21st March.

BANKRUPTCY—DISCHARGE—"CONDUCT AND AFFAIRS" OF BANKRUPT—CONDITIONAL ORDER—CONSENT TO JUDGMENT—BANKRUPTCY ACT, 1883, s. 28—PRACTICE.

An important question arose in this case with reference to the species of "conduct" which the court is entitled to take into consideration on application by a bankrupt for his discharge. The case was an appeal against an order of the judge of the county court at Wrexham, granting an order of discharge subject to the condition of the bankrupt's consenting to judgment being entered against him for £250. The facts of the case were as follows:—In July, 1885, the bankrupt was defendant in an action for breach of promise of marriage in which the plaintiff recovered judgment for £500. In January, 1886, the bankrupt's father died leaving behind him personalty valued for probate duty at £2,315, and real property worth £1,300 or £1,400 more. By his will, made five days before his death, all his children took substantial benefits except the bankrupt, to whom a legacy of £10 only, payable on his mother's death, was left. On April 11, 1889, a receiving order was made against the bankrupt on his own petition. The assets were practically *nil*, and the only creditor was the plaintiff in the breach of promise action, who proved for £596, made up of damages, costs, and interest on the judgment debt. Shortly before the petition in bankruptcy was filed, the bankrupt's family offered the plaintiff £250 in satisfaction of her judgment, which, however, was refused. Upon these facts the county court judge gave the bankrupt an order of discharge subject to his consenting to a judgment for £250 being entered up against him, such judgment to be deemed to be satisfied if the bankrupt paid the official receiver £200 within a month. From this order the bankrupt now appealed, it being contended on his behalf that under the circumstances the county court judge had no power to impose any condition whatever, and that the bankrupt, not having committed any offence under section 28 or section 24 of the Bankruptcy Act, 1883, was, by the decision in *The Board of Trade* v. *Block* (37 W. R. 259, 19 Q. B. D. 39, 13 App. Cas. 570), entitled to an absolute order of discharge. The court reserved judgment on February 12 last.

The judgment of THE COURT (CAVE and A. L. SMITH, JJ.) dismissing the appeal was now read, in the absence of those judges, by LAWRANCE, J., which, after stating the facts above set out, proceeded:—For the appellant it is contended that the learned judge had no power to take the above facts and circumstances into consideration, and ought to have granted an unconditional order of discharge. Section 28, sub-section (2), of the Act of 1883 provides that "on the hearing of the application (for a discharge) the court shall take into consideration a report of the official receiver as to the bankrupt's conduct and affairs, and may either grant or refuse an absolute order of discharge, or suspend the operation of the order for a specified time, or grant an order of discharge subject to any conditions with respect to any earnings or income which may afterwards become due to the bankrupt, or with respect to his after-acquired property, provided that the court shall refuse the discharge in all cases where the bankrupt has committed any misdemeanour under this Act, or part II. of the Debtors Act, 1869, or any amendment thereof, and shall, on proof of any of the facts hereinafter mentioned, either refuse the order, or suspend the operation of the order for a specified time, or grant an order of discharge subject to such conditions as aforesaid." By sub-section (6) "the court may, as one of the conditions referred to in the section, require the bankrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of the debts provable under the bankruptcy which is not satisfied at the date of his discharge; but in such case execution shall not be issued on the judgment without leave of the court, which leave may be given on proof that the bankrupt has since his discharge acquired property or income available for payment of his debts." Now, looking at the section according to its natural grammatical meaning, it seems clear that the court is to take into consideration the bankrupt's conduct and affairs, and after such consideration may, in the exercise of a judicial discretion, grant, refuse, or suspend the order of discharge, or grant it subject to conditions. Then comes a proviso which, in certain cases, takes away this discretion and compels the judge to refuse or modify the order. According to its natural and grammatical construction, the proviso does not cover the whole of the ground taken up by the first part of the section, and still leaves room in cases not covered by the proviso for the exercise of the discretion of the judge. What, then, is to be understood by the words "conduct and affairs"? We were invited by the appellant to hold that the conduct which can be considered by the judge is limited to the species of conduct referred to in section 28, sub-section (3), and that no conduct outside that sub-section and section 24 can be looked at. In support of this contention reliance was placed on *Block's case*. In that case the debtor, after his bankruptcy, had refused to comply with the request of the trustee that he should be medically examined in order that an insurance might be effected on his life with the view of selling a reversionary interest he possessed to the best advantage. It is obvious that, unless a duty to comply with such a request is somewhere imposed on the bankrupt, a refusal to submit to medical examination is not misconduct, and, therefore, that it was necessary to find something in the Bankruptcy Act from which it could be inferred that it was the duty of the bankrupt to submit to such an examination. The case turns entirely on the question whether there is or is not such a duty to be inferred, and it was held, both in the Court of Appeal and in the House of Lords, that no such duty is imposed on the debtor, and, that being so, such refusal was not misconduct within the meaning of section 28, and consequently not conduct which the judge would consider on the application for a discharge. Our attention was, however, particularly called to certain *dicta* in that case which deserve our respectful consideration. In the Court of Appeal Lord Esher, M.R., remarked that the conduct which is to be taken into account under section 28 in determining whether the bankrupt should be discharged, if it be not one of the matters specified in that section, must be something described in section 24. The observations of Lopes, L.J., in the same case were also urged upon us, who says: "In my opinion the word 'conduct' in section 28 does not include what I will call general misconduct. For instance, it could not, I imagine, be said to include immoral conduct, however culpable or however unreasonable. Nor, again, in my opinion, would it include a breach of an obligation not connected with the bankruptcy, such, for instance, as a breach of promise of marriage, however dishonourable and however unreasonable the conduct of the bankrupt in that respect might be." In the House of Lords Lord Macnaghten is reported to have said: "The question is, was such a refusal conduct which ought to have been taken into consideration when the bankrupt applied for his order of discharge. That depends on sections 24 and 28 of the Act. The case does not fall within any of the cases specified in section 28. The appellants are, therefore, driven to rely on section 24." The argument founded on these *dicta* was that they established the position that the only conduct of the bankrupt which could be taken into consideration was that specifically described in sub-section (3) of section 28. Now, in the first place, this argument gives no meaning to the word "affairs" in section 28, sub-section (2). It has been pointed out by Lindley, L.J., in *Re Bullen, Ex parte Arnaud* (5 Morrell's Bankruptcy Cases, 243), that the condition which may be imposed under sub-section (6) is not to be imposed as a general punishment for misconduct. His lordship there says: "There is no evidence that the man (the bankrupt) will ever have any after-acquired

property, and under these circumstances I think, *primâ facie*, one ought not to tie a man up by such a judgment (under sub-section (6)). A man ought not to be placed in such a position unless something is likely to be gained by it." In these observations, if I may respectfully say so, I entirely concur, and in *Re Shackleton, Ex parte Shackleton* (6 Morrell's Bankruptcy Cases, 304), I endeavoured to express the same idea. But the conclusion I draw from the use of the word "affairs" in section 28 and from this particular condition in sub-section (6) is that it was not the intention of the Legislature that a man who was not able to pay his debts at a given time, but who had reasonable expectations of acquiring property afterwards, should take advantage of the Act to get rid of his debts on payment of a small dividend, or perhaps none at all, and by getting an unconditional discharge put himself in a position to enjoy without molestation from his creditors that property which he had every reason to believe would shortly devolve upon him. Let me take the very common case of a man who has reason for thinking that he will take large pecuniary benefits under the will of his father or an uncle, or some other wealthy relative. Such expectations are very naturally shared by those who are acquainted with his position, and tradesmen and others are ready to give such a man credit in the expectation of being paid when these expectations are realized. If the construction of the appellant is correct, such a man might, after he had enjoyed the benefit of this credit and when all his creditors were content to wait until these expectations were realized, file his petition in the Bankruptcy Court, and, in the absence of fraud, demand his discharge without paying his creditors any dividend, thus leaving himself free to enjoy the benefit of his relation's generosity without sharing a sixpence of it with those who had trusted him in the expectation of being paid out of this fund. That such a state of things could be brought about without any actual fraud on the part of the expectant heir is obvious to anyone with the least knowledge of the world, and of the way in which credit is given to persons of that class. Take, again, such a case as that of *Re Clarkson, Ex parte Allestree* (2 Morrell's Bankruptcy Cases, 219), where, on a consideration of the bankrupt's affairs, we modified the order of discharge in the manner pointed out by sub-section (6). It was, indeed, suggested there that the bankrupt had brought himself within sub-section (3) because he had pleaded a defence to an action for breach of promise of marriage which defence he had afterwards withdrawn; but, assuming that the plaintiff in an action of breach of promise of marriage is a creditor within sub-section 3 (*c*), the expense the plaintiff was put to by the pleading a defence which was afterwards withdrawn could be but small, and substantially the result would have been the same if he had let judgment go against him by default. In my judgment, therefore, the learned judge was justified in taking into consideration the affairs of the bankrupt, and if on such consideration he came to the conclusion that the bankrupt would probably come into possession of property in the future, and had presented his petition in order that he might get rid of this creditor first, and enjoy his subsequently acquired property without having to pay any portion of this debt, it was within his power to make the order which he has done. In my opinion, looking at the offer to pay £250 which was made shortly before the petition was presented, and to the circumstances and position of the bankrupt, the judge was justified in coming to that conclusion, and I have very little doubt that the £250 will ultimately be paid. These considerations are sufficient to dispose of this appeal, but I should like to add a few words with reference to the *dicta* in *Block's case* above cited, because in some quarters they have been taken as amounting to a decision that the "conduct" referred to in section 28 must be confined to the instances of misconduct specified in sub-section (3) or in section 24. Now the subject of complaint in *Block's case* was that the bankrupt had refused to submit to a medical examination which the trustee desired him to submit to in order that he might insure the bankrupt's life. This was conduct of a negative character, and in order to establish that such a refusal is misconduct it is necessary to shew that the bankrupt is by law required to do the thing which he has refused to do. The only sections which were referred to for this purpose were sections 24 and 28. Section 28, sub-section (2), refers to particular kinds of misconduct enumerated in sub-section (3). Sub-section (7) prescribes the conduct of the bankrupt after his discharge. Section 24 imposes certain duties on the bankrupt with reference to giving information to the trustee and the creditors and aiding in the realization of his property and the distribution of the proceeds among the creditors. According to the view of the majority of the Court of Appeal and of the House of Lords respectively, neither of these sections required the bankrupt to submit to a medical examination, and therefore he was not guilty of any misconduct within section 28. This view of the subject amply explains all that was said by Lord Macnaghten, and leaves only the *dicta* of the Master of the Rolls and Lopes, L.J., to be dealt with. The Legislature has nowhere expressly defined what is the "conduct" which is to be considered under section 28, sub-section (2). To my mind it is quite impossible to hold that the proviso in that sub-section is coextensive with the first part of the sub-section, for if that were so, and if no conduct could be considered except such as is specified in sub-section (3), it would necessarily follow that misconduct coming within section 24 could not be considered, nor yet conduct coming within section 29, which, however, by the express language of the Act, is to be considered. There is, therefore, necessarily conduct to be considered other than that specified in sub-section (3), and it is conduct which the Legislature has considered may be dealt with by a higher punishment than the conduct specified in sub-section (3), for the Legislature has invested the judge with more discretion with regard to it. Of course the word conduct must have some limitation. It cannot apply to the man's behaviour from the time he became responsible for his actions down to the day of the hearing. As was held in *Re Brocksbank, Ex parte Dunn* (6 Morrell's Bankruptcy Cases, 138), the conduct referred to must be conduct connected with or arising out of the bankruptcy. So far as I can judge that is all that Lopes, L.J., meant to say in that part of his judgment in *Block's case* which has been cited above. Of what nature is the conduct specifically referred to in sub-section (3)? It is conduct of various kinds connected with the bankruptcy, as, for instance, in the case of a trader neglecting to keep proper books, or continuing to trade after he knew himself to be insolvent, or in the case of any bankrupt contracting a debt without reasonable prospect of payment, bringing on the bankruptcy by blamable speculation or extravagance, putting a creditor to expense by a frivolous or vexatious defence to an action, undue preference, former bankruptcy, fraud, or fraudulent breach of trust. It is difficult to reduce these kinds of conduct to any general head. They are all connected with the bankruptcy under investigation except (*g*), which refers to a previous bankruptcy or arrangement with creditors. They are all acts of commission except (*a*), the omission to keep proper books of account. Let us suppose that the bankrupt has been guilty of conduct analogous to that referred to in sub-section (3), and injurious to his creditors in the same kind of way, is he nevertheless to be entitled as a matter of right to an absolute order of discharge? Suppose it were proved that the bankrupt had caused his clerks to keep the books required by clause (*a*), but had neglected to look at them, and therefore had continued to trade after he was insolvent without knowing himself to be so, or suppose that he had not brought on but had contributed to the bankruptcy by rash and hazardous speculation or unjustifiable extravagance in living, or had brought on his bankruptcy by gambling or by culpable neglect of his business, or that he had put any of his creditors to unnecessary expense by bringing a frivolous or vexatious action or counterclaim against him, or that he had dissipated his assets by making payments which were undue preferences within section 48, but not within sub-section (3) (*f*) (which substitutes a different starting point for the three months to run from), or which would have been undue preferences if the petition had been presented three days earlier, or (to take a case not so cognate to the cases in section 28 as those already given) that the bankrupt's assets were insufficient to pay any dividend, or that there had been a very large loss or disappearance of assets shortly before the bankruptcy which the bankrupt had failed to account for satisfactorily. Surely it cannot be that in all these cases the bankrupt is entitled to insist upon an unconditional and immediate discharge as soon as his public examination is concluded. None of these considerations were before the Court of Appeal in *Block's case*. The court was not dealing with blameworthy acts of commission which had brought on the bankruptcy or had caused any creditors to trust the bankrupt, or which had squandered the assets before they were handed over to the trustee. It was dealing with a refusal to do an act after all the assets had been handed over to the trustee, and which, in the opinion of the majority of the court, was a refusal to do something which had no relation to his property, or to the distribution of it, and therefore it was necessary to find, either in section 28 or section 24, an express or implied prohibition of such conduct, or at all events of conduct of an analogous nature, and, as the Court of Appeal and the House of Lords held, no such express or implied prohibition is to be found. I need hardly say that I accept unhesitatingly the decision of the House of Lords in *Block's case*, which indeed affirms in effect a decision of my own, but I do not think that the *dicta* referred to have the wide import which has been attributed to them, because I believe that the Master of the Rolls and Lopes, L.J., had before them very different considerations than those which I have been discussing above. The appeal must be dismissed, with costs.—COUNSEL, *E. Cooper Willis*, Q.C., and *F. C. Willis; Muir Mackenzie; Lankester*. SOLICITORS, *Rooke & Sons*, for *Wynne Evans*, Wrexham; *The Solicitor to the Board of Trade; Morgan, Son, & Upjohn*, for *Williams & Millard*, Dolgelly.

Solicitors' Cases

Re **SMITH, PINSENT, & CO.**—Chitty, J., 26th March.

SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44), GENERAL ORDER, CLAUSE 2 (*c*), SCHEDULE 1, PART 1, R. 2, AND SCHEDULE 2—TAXATION—INEFFECTUAL SALE BY AUCTION.

This was a summons by a firm of solicitors to review taxation. It appeared that in 1886 the executors and trustees of a will, in pursuance of an order by North, J., put up for sale by auction real property of the testator for the purpose of satisfying certain debts, &c., but the property was not sold. In 1888 an order was made empowering the trustees to postpone the sale, and in the meanwhile to let the property and raise the requisite sums by mortgage. The mortgage was effected. In 1889 the property was again put up for sale and not sold. The applicants, being employed as solicitors in the trust, had acted in both abortive sales. Having, upon the petition of their clients, carried in their bill for taxation, the taxing master objected to the items, consisting of fees and disbursements under schedule 2 of the Solicitors' Remuneration Act, 1881, for the abortive sales, and considered that the case was governed by *Re Dean, Ward* v. *Holmes* (32 Ch. D. 209). The grounds of objection were that the Remuneration Order provided for the allowance of scale charges when the property was not sold at once, but sold subsequently, and to allow the items according to schedule 2 might give the solicitors twice or thrice the amount they would be entitled to under the scale if the property had been sold, and enable the solicitors to receive at a subsequent period the scale charge when the property was disposed of, in addition to the charges under schedule 2. He therefore disallowed all the items under schedule 2. The applicants submitted that they were entitled to be paid under schedule 2, as they had not completed the whole of the work, and that it did not follow that they would be the solicitors who

would be employed to sell at a future time. If they completed the sale hey would have to allow against their costs the charges now made.

CHITTY, J., said that, as the object of the proposed realization of the property had now been otherwise effected, it was not likely that the property would again be put up for sale for some time. The solicitors were not bound to wait to be paid for their services. The case was not one of instructions to sell still standing. He thought that the taxing master should have taxed the items. If the same solicitors were, as a matter of fact, employed at a future time they would not be paid twice over, but they would be paid on a *quantum meruit* basis, and not on the scale charge. If they asked to be paid on the scale charge they would have to bring in what they had already received. The matter must be remitted to the taxing master to tax the items disallowed under schedule 2.—COUNSEL, *R. F. Norton*. SOLICITORS, *Field, Roscoe, & Co.*, for *Smith, Pinsent, & Co.*, Birmingham.

*** In the report of *Re Building Societies' Trust* (*ante*, p. 334), among the names of solicitors, for "W. A. Bisley" read "W. A. Bilney."

LAW SOCIETIES.

UNITED LAW SOCIETY.

March 24.—Mr. C. W. Williams in the chair.—Dr. Bateman Napier moved: "That the Report of the Parnell Commission is a substantial justification of the conduct of the Irish party, and of Mr. Parnell in particular." Mr. A. K. Common opposed. The other speakers were Dr. Herbert-Smith and Messrs. H. W. Preston, J. L. V. S. Williams, D. McMillan, H. W. Manns, H. J. H. Bull, and R. Storry Deans. On a division the motion was lost by one vote.

LEGAL NEWS.

APPOINTMENTS.

Mr. JAMES ALEXANDER RENTOUL, barrister, who has been elected M.P. for the Eastern Division of Downshire in the Conservative interest, is the eldest son of the Rev. Alexander Rentoul. He was educated at Queen's College, Galway, and he is an LL.D. of the Queen's University in Ireland. He was called to the bar at the Inner Temple in November, 1884, and he practises on the South-Eastern Circuit. He is a member of the London County Council, as a representative of the borough of Woolwich.

Mr. WILLIAM PITT COBBETT, barrister, has been appointed Challis Professor of Law in the University of Sydney. Mr. Cobbett is the eldest son of the Rev. Pitt Cobbett, vicar of Crofton, Hampshire. He was educated at University College, Oxford, where he graduated first class in Jurisprudence in 1876. He was called to the bar at Gray's-inn in November, 1878.

Mr. HENRY TEBBS, solicitor, of Bedford, has been appointed Clerk to the magistrates for that borough, in succession to the late Mr. Theed William Pearse. Mr. Tebbs was admitted a solicitor in 1869.

Mr. HENRY GEORGE WATTS, solicitor (of the firm of Dixon, Watts, & Elkin), of Lancaster House, Savoy, has been appointed Returning Officer for the borough of Fulham. Mr. Watts was admitted a solicitor in 1885.

Mr. JOHN DICKINSON, barrister, has been appointed a Stipendiary Magistrate for the metropolis. Mr. Dickinson is the fourth son of Dr. Joseph Dickinson, of Liverpool. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1871, and he has practised on the Northern Circuit. Mr. Dickinson has acted as deputy-stipendiary magistrate for the borough of Liverpool.

Mr. BENJAMIN FRANCIS WILLIAMS, Q.C., has been appointed Recorder of the borough of Cardiff. Mr. Williams is the only son of Mr. Enoch Williams, of Merthyr Tydvil. He was educated at Shrewsbury School and at St. John's College, Cambridge, and he was called to the bar at the Inner Temple in Hilary Term, 1867. He is a member of the South Wales and Chester Circuit. He was for several years a revising barrister, and he became a Queen's Counsel in 1885. He has been recorder of the borough of Carmarthen since 1878, and he is a magistrate for Monmouthshire.

Mr. RICHARD DIGBY CLEASBY, barrister, has been appointed High Sheriff of Brecknockshire for the ensuing year. Mr. Cleasby is the eldest son of the late Mr. Baron Cleasby. He was educated at Eton and Trinity College, Cambridge, where he graduated in the third class of the Classical Tripos in 1861, and he was called to the bar at the Inner Temple in Hilary Term, 1864. He formerly practised on the Home Circuit and at the Surrey Sessions. Mr. Cleasby is a magistrate for Brecknockshire.

Mr. THOMAS PHELPS, solicitor (of the firm of Phelps, Sidgwick, & Biddle), of 18, Gresham-street, has been appointed by the High Sheriff of the County of London (Alderman Sir James Whitehead) to be Under-Sheriff of that county for the ensuing year. Mr. Phelps was admitted a solicitor in 1863.

Mr. WILLIAM JOHN ANDERSON, barrister, has been appointed Chief Justice of the Colony of British Honduras. Chief Justice Anderson is the second son of Sir George Campbell Anderson. He was educated at Pembroke College, Oxford, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1869. He was formerly Chief Justice of the Turks and Caicos Islands, and he has been for several years a district magistrate in Jamaica.

Mr. JAMES SOMERVELL, barrister, who has been elected M.P. for the Ayr boroughs in the Conservative interest, is the eldest son of Mr. Graham Somervell, of Sorn Castle, Ayrshire. He was educated at Harrow and St. John's College, Oxford, and he was called to the bar at the Inner Temple in Michaelmas Term, 1870. Mr. Somervell is a member of the South-Eastern Circuit. He is a magistrate for Ayrshire.

Mr. EDMUND FRANCIS VESEY KNOX, barrister, who has been elected M.P. for the Western Division of the county of Cavan in the Home Rule interest, is the eldest son of Mr. Vesey Edmund Knox. He was educated at Keble College, Oxford, where he graduated first class in Modern History in 1886, and he was afterwards elected a Fellow of All Soul's College. He was called to the bar at Gray's-inn in January, 1889.

Mr. GEORGE WASHINGTON HEYWOOD, barrister, has been appointed Judge of the Manchester and Salford County Courts (Circuit No. 8), on the resignation of Mr. John Archibald Russell, Q.C. Judge Heywood is the second son of Mr. Abel Heywood, of Manchester, and was born in 1842. He was called to the bar at the Middle Temple in Trinity Term, 1868, when he obtained a certificate of honour of the first class, and he is a member of the Northern Circuit, having practised locally at Manchester.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JOHN ALFRED PERCY INGOLDBY, JAMES FRASER BUCKLEY, and HENRY JOHN ADKIN, solicitors (Ingoldby, Buckley, & Adkin), 10, Finsbury-square, London. Nov. 25. [*Gazette*, March 21.

ALFRED DOUBLE and CHARLES ALFRED EMERSON, solicitor (A. Double & Emerson), 27, Jewin-crescent, Cripplegate, London. March 1. [*Gazette*, March 25.

GENERAL.

Sir Charles Russell, M.P., intends to spend the Easter vacation in Madeira.

The Trust Companies Bill was passed through the report stage in the House of Lords on the 24th inst.

The death is announced of the Rev. Christopher Bowen, of Totland Bay, Freshwater, the father of Lord Justice Bowen.

Mr. Baron Pollock is said to be suffering from bronchial weakness and general depression, and has been ordered by Sir Andrew Clark to take a complete rest for three months.

The Hon. Society of Lincoln's-inn have sent a donation of 200 guineas to the Barristers' Benevolent Association in addition to their annual subscription of 50 guineas, which they have contributed for some years.

It is stated that the position of chief magistrate of the metropolis has been offered to and accepted by Mr. John Bridge. The learned magistrate was called to the bar on the 25th of January, 1850, and was appointed a metropolitan magistrate on the 18th of January, 1872. On the death of the late Mr. Flowers he was transferred from the Southwark Police-court, where he had presided for some years, to Bow-street, in which court he has adjudicated on a number of important cases.

The Public Trustee Bill came before the Standing Committee of the House of Lords on Tuesday. After some discussion, the first three clauses were agreed to. Clause 4 was amended to read as follows:—"Where proceedings have been instituted in the High Court for the administration of the estate of any deceased person, and by reason of the small value of such estate it appears to the court that the estate could be more economically administered by the public trustee, the court may order that such estate shall be so administered by the public trustee; and thereupon, subject to any directions of the court, the public trustee shall administer that estate in manner provided by rules under this Act." Clause 5, verbally altered, was agreed to. On Clause 6 it was moved that the words of the Bill which declared "that the Treasury, with the concurrence of the Lord Chancellor, shall appoint a fit person to the office of public trustee" should be amended, casting the responsibility direct on the Lord Chancellor. The Lord Chancellor opposed this, but it was carried, the noble and learned lord voting "non-content." On Clause 12, "employment of solicitors and banks," Lord Bramwell asked whether the following sub-section was required:—"Where it appears to the public trustee that any solicitor or bank has been ordinarily employed in matters connected with any trust, or with the family matters of persons concerned in the trust, he may, on the application or with assent of such persons as appear to him to be principally interested in the income of the trust for the time being, or of any of such persons, employ such solicitor or bank as the solicitor or bank to the trust." He asked what was the use of this? The Lord Chancellor thought the sub-section was required, and Lord Herschell thought that if the words were not inserted they might give up all hope of passing the Bill. It would not do to give the official trustee the patronage of the solicitors to be employed. He was not sorry himself to see some limitation to the existing system. After some discussion it was agreed to, with verbal alterations. Lord Bramwell took exception to the word "employed" in relation to a bank, but after a discussion, in which the Lord Chancellor defended the use of the word, the clause, as amended, was agreed to. The remaining clauses were agreed to, and the Bill was ordered to be reported to the House.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, March	31	Mr. Pugh	Mr. Farmer	Mr. Leach
Tuesday, April	1	Beal	Rolt	Godfrey
Wednesday	2	Pugh	Farmer	Leach
Thursday	3	Beal	Rolt	Godfrey
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March	31	Mr. Clowes	Mr. Lavie	Mr. Pemberton
Tuesday, April	1	Jackson	Carrington	Ward
Wednesday	2	Clowes	Lavie	Pemberton
Thursday	3	Jackson	Carrington	Ward

The Easter Vacation will commence on Friday, the 4th day of April, and terminate on Tuesday, the 8th day of April, 1890, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CROWN BANK, LIMITED—Petn for winding up, presented March 20, directed to be heard before North, J, on March 29 Curtis, Chancery lane, solor for petner

SAVOY PUBLISHING CO, LIMITED—By an order made by Kekewich, J, dated March 15, it was ordered that the company be wound up Greenfield & Cracknall, Lancaster place, Strand, solors for petners

THE ANGLO-AFRICAN DIAMOND MINING CO, LIMITED—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Sir Henry Barkly, 9, New Broad st Ingle & Co, Threadneedle st, solors for liquidators

THE SHEFFIELD WAGON CO, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Messrs Thompson and Westinholm, 10, Norfolk row, Sheffield Binney & Sons, Sheffield, solors for liquidators

THE TRANSPARENT WIRE WOVE ROOFING CO, LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Edwin Eltham Johnson, 110, Cannon st White, Ludgate circus, solor for liquidator

UNITED BACON CURING CO, LIMITED—Petn for winding up, presented March 6, directed to be heard before North, J, on Saturday, March 29 Ingle & Co, Threadneedle st, solors for petners

UNLIMITED IN CHANCERY.

HULL STREET TRAMWAYS CO—Chitty, J, has, by an order dated Jan 16, appointed William Parker Burkinshaw, Kingston upon Hull, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ELLIOTT, OLNEY, & CO, LIMITED—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mortimer, 100, King st, Manchester Friday, May 2, at 12, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Butchers' Arms Inn, Great Waltham, Essex March 15

GOOD INTENT LODGE, Gardeners Friendly Society, Greyhound Inn, Church Merrington, Spennymoor, Durham March 18

GREAT GRIMSBY DISTRICT, Ancient Free Gardeners Friendly Society, Eagle Hotel, Nelson st, Great Grimsby, Lincoln March 18

HAWTHORN BLOSSOM LODGE, U.O.F.G. Friendly Society, Three Tuns Inn, Rainton Gate, Fence Houses, Durham March 18

LEIGH DISTRICT, U.O.F.G. Friendly Society, White Horse Hotel, Market st, Leigh, Lancaster March 17

ROSE IN JUNE LODGE, United Free Gardeners Friendly Society, Miners' Arms Inn, Church st, Heath Town, Wolverhampton, Stafford March 18

London Gazette.—TUESDAY, March 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BISHOP'S CREEK GOLD MINING CO, LIMITED—By an order made by Kekewich, J, dated March 15, it was ordered that the company be wound up Phelps & Co, Gresham st, solors for petnr

CORDOVA UNION GOLD CO, LIMITED—By an order made by Kekewich, J, dated March 15, it was ordered that the company be wound up Tilleard, Lombard st, solor for petnr

LOTHAMMER GAS MANUFACTURING CO, LIMITED—Chitty, J, has fixed Tuesday, April 1, at 12, at his chambers, for the appointment of an official liquidator

MARINE AND GENERAL LAND, BUILDING, AND INVESTMENT CO, LIMITED—Petn for winding up, presented March 20, directed to be heard before Chitty, J, on April 19 Hazard, Old Jewry, agent for Hazard & Pratt, Harleston, solors for petnr

OPERA, LIMITED—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 8, Old Jewry Monday, April 28, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE WATERLOO BREWERY CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Joseph Taylor, 26, Clegg st, Oldham Ascroft, Oldham, solors for liquidator

UNLIMITED IN CHANCERY.

COMMERCIAL BANK OF LONDON—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Richard Thomas Corfield, 71, Bishopsgate-street Tuesday, April 29, at 3, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETY DISSOLVED.

LILY OF THE VALLEY FRIENDLY SOCIETY, Lion Hotel, Aire st, Castleford, Normanton, York March 21

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 14.

BEAL, SAMUEL, Greens Norton, Northampton, Clerk. April 11. Paris v Beal Chitty, J. Greville, Towcester

London Gazette.—FRIDAY, March 21.

PATTERSON, FREDERICK HENRY, Charterhouse sq, Hotel Proprietor. April 18. Patterson v Patterson, Stirling, J. Colman & Knight, Raymond bldgs, Gray's inn

London Gazette.—TUESDAY, March 25.

PALMER, CHARLES, Manthorpe cum Little Gonerby, Grantham, Lincoln, Gent. April 21. Palmer v Hardwick, Official Referee, Rolls yard, Chancery lane, Sole & Co, Aldermanbury

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 14.

AITKEN, THOMAS, Bacup, Lancs, Gent. April 18. Wright & Son, Bacup

ALLEN, STEPHEN, Downham Market, Shouldham, Norfolk, D.D. April 17. Field & Co, Lincoln's inn fields

ARIS, JOHN, Plumpton, Northampton, Gent. April 30. Howes & Co, Towcester

BARRATT, JAMES, Windermere, Gent. April 5. Heelis & Son, Hawkshead, Ambleside

BASSETT, WILLIAM JAMES, Old Charlton, Kent, Gent. April 7. Bartley, Somerset st, Portman sq

BEWLAY, WILLIAM TUTIN, Cape hill, Staffs, Metal Broker. April 14. Thomas, Birmingham

BILLINGS, ANN, Lichfield. April 21. Hinckley & Co, Lichfield

BRISTOW, JOHN, Urmston, nr Manchester, Commercial Clerk. May 1. Chapman & Co., Manchester

BRISTOWE, STANLEY, Sydenham Hill, Kent, Esq. April 23. Rhodes & Son, Skinners' Hall, Dowgate hill

CARTER, MATTHEW, Hartlepool, Gent. April 1. Todd & Harrison, West Hartlepool, and Hartlepool

CHALLEN, CHARLES GORDON, Westbourne, Sussex. April 21. Greenwood, Chichester

CLARKE, FANNY, Winson Green, Birmingham. April 11. Cottrell & Son, Birmingham

CLARKE, THOMAS, Aldridge, Staffs, Gent. April 11. Cottrell & Son, Birmingham

COTTON, EDWARD DON BENJAMIN, Pegwell Bay, nr Ramsgate. April 19. Hanbury & Co., New Broad st

CROSSLEY, ELIZABETH, Batley, Yorks. March 22. Schofield & Co, Batley

CRUTCHLEY, ROBERT JOSEPH LOGAN, Colonel, Princes sq, Bayswater. April 14. Vallance & Vallance, Essex st, Strand

DICKMAN, JANE, Alnwick, Northumberland. April 15. Forster & Paynter, Alnwick

ELLIS, RACHEL, Walsworth, nr Hitchin, Herts. March 25. Hawkins & Co, Hitchin

FORD, GEORGE, Grasscroft, Saddleworth, Yorks, Gent. April 12. Fripp, Oldham

GALLOWAY, ROBERT, Town green, Aughton, Lancs, Shipowner. April 10. Barrell & Co, Liverpool

GARDINER, MARY, Worthing, Sussex. April 12. Collet & Minton, Worthing

GENTRY, MARIA, Railway rd, Upper Teddington. April 26. Cornellis & Co, Wandsworth and Quality ct, Chancery lane

GUIVER, ANN, Southam st, Westbourne pk. April 22. Brown, Lincoln's inn fields

GUIVER, WILLIAM HENRY, Southam st, Westbourne pk, Gent. April 22. Brown, Lincoln's inn fields

HANKEY, WILLIAM SCOTT, Frances st, Victoria st, Westminster, Secretary of Lim Co. April 12. Johnson & Co, Austinfriars

HOLDEN, JOHN, Barnacre with Bonds, Lancs, Tanner. April 3. Banks & Co, Blackpool and Preston

HOWARD, THOMAS, Manchester, Pack Sheet Manufacturer. April 26. Allen & Co, Manchester

HUGHES, JOHN, Aberdare, Glam, Assistant Overseer. April 29. Gery, Aberdare

JOHNSON, HENRY, Aston juxta Birmingham, retired Timber Merchant's Foreman. April 12. Rollason, Birmingham

LATTIMORE, CHARLES HIGBY, Wheathampstead Place Farm, nr St Albans. April 30. Spence & Co, Hertford

LUCAS, HENRY, Cromwell rd, South Kensington, Gent. April 30. Lee & Co, Queen Victoria st

MACCARTHY, THOMAS SMITH, Fenchurch st, Mercantile Clerk. April 23. J A Stirling, Winchester House, Old Broad st

MCEWEN, CUTHBERT GEORGE, Eltham, Kent. July 31. Soames & Co, Lincoln's inn fields

NOYES, SAMUEL FREDERICK, the Sanctuary, Westminster. April 25. Noyes, the Sanctuary, Westminster

PAYNE, MARIA, Stapenhill, Derby. April 26. Small, Burton on Trent

PYNE, EDWARD JAMES, Clifton, Bristol, retired Commercial Traveller. April 16. Bowles, Bristol

READE, Sir CHANDOS STANHOPE HOSKYNS, Carreglwyd and Berw, Anglesey, Bart. April 30. Christmas, Bloomsbury sq

RIMMER, ROBERT, Marsheide, nr Southport, Fisherman. April 23. Threlfall, Southport

SCHWEIG, CARLINE EMMA, Mayflower rd, Clapham. April 12. Heather & Sons, Paternoster row

SEWELL, WILLIAM HENRY, Loughton, Essex, Esq. April 20. Gellatly & Warton, Lombard ct, Gracechurch st

UPTON, ELIZA GOODE, Ratcliff on the Wreak, Leics. April 8. Deane & Hands, Loughborough

UPTON, WILLIAM, Ratcliffe on the Wreak, Leicester, Farmer. April 8. Deane & Hands, Loughborough

WALLHEAD, WILLIAM, Boston, Innkeeper. April 30. Millington & Simpson, Boston

WILKS, SUSANNAH, Burnley. April 19. Bulcock, Burnley

WILLAN, FRANCIS MILES, Aubourn, Lincs, Clerk in Holy Orders. April 30. Danby & Son, Lincoln

WRIGHT, EDWIN PAYTON, Moseley, Worcester, Gent. April 15. Foster, Birmingham

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, March 21.

RECEIVING ORDERS.

ABEY, THOMAS, New Wortley, Leeds, Clerk Leeds Pet March 18 Ord March 19

BERRY, THOMAS, Bury, Florist Bolton Pet March 17 Ord March 17

BLEAKLEY, ROBERT, Leigh, Estate Agent Bolton Pet March 18 Ord March 18

BULLOCK, JOSEPH, Kingston on Hull, Gent Kingston on Hull Pet Feb 5 Ord March 18

CADOGAN, HON. CHARLES HENRY GEORGE, Elm park Gdns, West Kensington High Court Pet Jan 2 Ord March 18

CARR, THOMAS, Anfield, Liverpool, Baker Liverpool Pet March 18 Ord March 18

CHAMBERS GEORGE, Barnsley, Joiner Barnsley Pet March 18 Ord March 19

CLARKE, EDWARD LEWIS, Warwick, Butcher Warwick Pet March 18 Ord March 18

COATES, LEONARD, Knightrider street, Umbrella Manufacturer High Court Pet March 19 Ord March 19

CREASER, JAMES, Alne, Yorks, late Farmer York Pet March 17 Ord March 17

CULNANE, CHARLES, Pembridge villas, Bayswater, Greengrocer High Court Pet Feb 27 March 18

DALBIAC, H. S., Victoria mansions, Victoria street, Major in H M's Army High Court Pet Jan 13 Ord March 18

DALTON, EDWARD JAMES, late of Waltham Cross, Herts, Provision Dealer Edmonton Pet Feb 22 Ord March 17

DELF, ROSA EMILY, Norwich, Milliner Norwich Pet March 19 Ord March 19

FOLEY, THOMAS, Ancoats, Manchester, Lath Maker Manchester Pet March 19 Ord March 19

GRAVER, WALTER WILLIAM, Horsford, Norfolk Grocer Norwich Pet March 17 Ord March 17

HAMMOND, ABRAHAM, Lee, Kent, Builder Greenwich Pet March 14 Ord March 14

HILL, JOHN, Ecclesall, nr Sheffield, Licensed Victualler Sheffield Pet March 19 Ord March 19

HOGG, THOMAS, Berwick on Tweed, Fruiterer Newcastle on Tyne Pet March 5 Ord March 18

HUNT, CHARLES HOCKING, Truro, Cornwall, Coachbuilder Truro Pet March 17 Ord March 17

HUNT, NEVILLE, and WILLIAM RUMSEY, Manchester, Merchants Manchester Pet March 17 Ord March 17

KEELING, ALFRED, Market Drayton, Salop, Tailor Nantwich and Crewe Pet March 7 Ord March 17

LEECH, THOMAS HENRY, Crewe, Cheshire, Furniture Broker Crewe Pet March 18 Ord March 18

LUKE, DAVID SMITH, Barrow in Furness, Clothier Barrow in Furness Pet March 19 Ord March 19

MAGNUS, JOSEPH, Alie pl, Gt Alie st, Whitechapel, Butcher High Court Pet March 18 Ord March 18

MEIGH, WALTER, Birmingham, Butcher Birmingham Pet March 19 Ord March 19

MORRIS, RICHARD OSCAR, Stratford on Avon, Gunsmith Warwick Pet March 18 Ord March 18

NELMES, ALFRED JOSEPH, Bedminster, Bristol, General shop Keeper Bristol Pet March 17 Ord March 17

PADGETT, FREDERIC LEOPOLD, Bromley, Kent, Auctioneer Barnstaple Pet March 18 Ord March 18

PIPER, FRIEDRICH WILHELM LUDWIG MORITZ, Uxbridge, Schoolmaster Windsor Pet Feb 26 Ord March 15

PRIME, EDWARD, Barington, Cantab, Cement Manufacturer Cambridge Pet Jan 30 Ord March 15

PROCTER, WILLIAM, Hannakin, nr Hawkshead, Lancs, Butcher Kendal Pet March 18 Ord March 18

ROGERSON, JAMES, Bootle, Draper Liverpool Pet Feb 15 Ord March 17

SEABLE, WILLIAM, Oxford, Wood Merchant Oxford Pet March 17 Ord March 17

SEDGWICK, WILLIAM THOMAS, Deritend, Birmingham, Tailor Birmingham Pet March 19 Ord March 19

SHURVIN, JOSEPH, Haverfordwest, Fruiterer Pembroke Dock Pet March 17 Ord March 17

TAYLOR, JOSHUA, Spen in Gomersal, Birstal, Yorks, Cloth Manufacturer Bradford Pet March 19 Ord March 19

THICK, CHARLES, Shepton Mallett, Somerset, Greengrocer Wells Pet March 18 Ord March 18

TUCKER, RHODA, Exeter, Milliner Exeter Pet March 19 Ord March 19

TUCKER, SAMUEL, Nottingham, Fishmonger Nottingham Pet March 18 Ord March 18

VINCENT, GEORGE BENNETT, Tuckingmill, nr Camborne, Cornwall, Grocer's Assistant Truro Pet March 19 Ord March 19

WALLACE, HENRY WILLIAM, North Shields, Auctioneer Newcastle on Tyne Pet March 17 Ord March 17

WILSON, ELEAZER, Chorley, Pawnbroker Bolton Pet March 18 Ord March 18

ZISSLER, HENRY, Cockerton, nr Darlington, Butcher's Assistant Stockton on Tees and Middlesborough Pet March 17 Ord March 17

FIRST MEETINGS

ALLAN, DUNCAN SMITH, Rattray, rd, Brixton Apr 3 at 11 33, Carey st, Lincoln's inn

BERRY, THOMAS, Bury, Florist Mar 28 at 11.45 16, Wood st, Bolton

BLEAKLEY, ROBERT, Leigh, Estate Agent Mar 28 at 3 16, Wood st, Bolton

BRAY, FREDERICK, Goldsmith gdns, Acton, Builder Mar 28 at 11 16 Room, 30 and 31, St Swithin's lane

BROWN, ELIZABETH, Warwick, Grocer Mar 29 at 11.15 Off Rec, 17, Hertford st, Coventry

BRYANT, DANIEL JEROME, Lower pk rd, Peckham, late Bank Clerk Apr 11 at 11 33, Carey st, Lincoln's inn

BUCKLEY, WILLIAM, Leeds, late Grocer Mar 31 at 11 Off Rec, 22, Park row, Leeds

CHATFIELD, MARY, Horsham, Confectioner Mar 28 at 12 Off Rec, 4, Pavilion bldgs, Brighton

COULTHARD, WILLIAM, Gee Cross, nr Hyde, Cheshire, Mineral Water Maker Mar 28 at 2 30 Off Rec, Ogden's chbrs, Bridge st, Manchester

CREASER, JAMES, Alne, Yorks, late Farmer March 28 at 11 Off Rec, York

DAVIES, ENOS GEORGE, Llwyndafydd, Cardiganshire, Woollen Manufacturer March 28 at 3 Off Rec, 11, Quay st, Carmarthen

DAVIES, THOMAS, Llanstephan, Carmarthenshire, Builder March 28 at 11 Off Rec, 11, Quay st, Carmarthen

DAVY, ROBERT, Heigham, Norwich, Timber Merchant March 29 at 11 Off Rec, 8, King st, Norwich

DAWKINS, FREDERICK AARON, Plymouth, Tailor March 28 at 12 10, Athenæum terr, Plymouth

FOX, ROBERT, Norwich, Butcher March 29 at 11.30 Off Rec, 8, King st, Norwich

FRANKLIN, EDWARD, Ipswich, Dentist March 28 at 12 Off Rec, Ipswich

GALLOWAY, JAMES, Wellington, Salop, late Watchmaker March 28 at 12 Off Rec, 29, Park row, Leeds

GARDNER, NATHAN, Kidderminster, Grocer March 28 at 12.30 Hooper & Weston, Solicitors, Kidderminster

GOODCHILD, HENRY WILLIAM, Haverhill, Suffolk, Farmer April 10 at 12.30 Angel Hotel, Bury St Edmunds

GRAHAM, GEORGE ELIOT BISCOE, Regent st, Gent April 9 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

GRIFFEN, GEORGE, Windsor, Coaldealer March 29 at 11.30 Herbert & Son, 95, Peascod st, Windsor

HANDLEY, RICHARD GUY, Birmingham, French Millstone Manufacturer April 1 at 11 25, Colmore row, Birmingham

HARRIS, LEON, Olive terr, Plashet lane, Upton park East, Varnish Manufacturer April 10 at 2.30 33, Carey st, Lincoln's inn

HOGG, THOMAS, Berwick on Tweed, Fruiterer April 1 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

HOWARD, CHARLES, Buxton, Stationer March 28 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

HOWELLS, JOSEPH, Madeley, Salop, Licensed Victualler April 3 at 12 County Court Office, Madeley

HUNT, CHARLES HOCKING, Truro, Cornwall, Coachbuilder March 28 at 11.30 Off Rec, Boscawen st, Truro

INGLIS, CHARLES, Chesterfield grove, East Dulwich, Stockbroker April 2 at 12 33, Carey st, Lincoln's inn

JEFFERY, ANDREW, Effingham, Surrey, Builder March 31 at 12.30 Red Lion Hotel, Dorking

JEFFREYS, JOSEPH, Chesham, Bucks, Draper April 1 at 3 1, St Aldate's, Oxford

JORDAN, TOM, Alt grove, St George's rd, Wimbledon, Jobbing Builder March 28 at 12 16 Room, 30 & 31, St Swithin's lane

KINZETT, HARRY HARWOOD, Crampton st, Newington Butts, Engineer April 3 at 12 33, Carey st, Lincoln's inn

KNIGHT, HENRY, Ryde, I W, Importer of Italian Sculptures April 2 at 2 Holyrood chmbrs, Newport, I W

LEISK, JOHN DREVER, Throgmorton avenue, Stock Dealer April 9 at 11 Bankruptcy bldgs, Lincoln's inn

LINGARD, GEORGE, Gt Berkhampstead, Herts, Stonemason March 29 at 12 1, St Aldate's, Oxford

LOCKE, GEORGE EDWARD, Gloucester, Upholsterer April 1 at 3 Off Rec, 15, King st, Gloucester

LODER, JAMES, Barnstaple, Cabinet Maker's Foreman March 29 at 11 Off Rec, 5B, Hammet st, Taunton

MACKAY, JAMES JOHN, Queen Victoria st, Newspaper Proprietor April 2 at 11 33, Carey st, Lincoln's inn

MADDEN, WILLIAM, Brick ct, Temple, Barrister at Law April 10 at 12 33, Carey st, Lincoln's inn

MANLEY, JOHN THOMAS, Tonbridge, Clerk in Holy Orders March 31 at 1 33, Carey st, Lincoln's inn

MAPPLES, JOHN, Reedness, nr Goole, Yorks, Farmer March 28 at 12.30 Carlisle Estate Offices, Carlisle st, Goole

MONK, CHARLES JOHN, St Albans, Commercial Clerk March 28 at 11.30 Geo Annesley, Solicitor, Verulam rd, St Albans

MOORE, FREDERICK JOHN, Hastings, Grocer March 31 at 12 33, Carey st, Lincoln's inn

MORLEY, ARTHUR, Leeds, Tobacconist March 28 at 11 Off Rec, 22, Park row, Leeds

NELMES, ALFRED JOSEPH, Bedminster, General shop Keeper April 2 at 1 Off Rec, Bank chbrs, Bristol

NEVELL, CHARLES HENRY, and FREDERICK SAMUEL NEVELL, Queen's parade, Clapham Junction, Hosiers March 28 at 3 119, Victoria st, Westminster

PIPE, CHARLES HENRY, de Beauvoir cres, Kingsland, Manufacturing Upholsterer April 2 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

PRIME, EDWARD, Barrington, Cantab, Cement Manufacturer March 31 at 12 Bankruptcy buildings, Lincoln's inn

REANEY, GEORGE, Sheffield, Plumber April 2 at 2.30 Off Rec, Figtree lane, Sheffield

ROOKE, WILLIAM FREDERICK, Kingston on Thames, Timber Merchant March 28 at 1 16 Room, 30 & 31, St. Swithin's lane

RYDER, HELEN, Barnstaple, Dressmaker March 29 at 11.30 Off Rec, 5B, Hammet street, Taunton

SCHNEIDER, ANTON JOSEPH, King street, Hammersmith, Baker April 9 at 12 33, Carey street, Lincoln's inn

SMITH, WELLESLEY, Gracechurch street, Commission Agent April 10 at 11 33, Carey street, Lincoln's inn

SUTTON, HON. JOHN MANNERS, Queensbury place, South Kensington, Gent April 9 at 11 33 Carey street, Lincoln's inn

TENCH, RICHARD, Brighton, of no occupation March 31 at 3 33, Carey street, Lincoln's inn

TUCKER, RHODA, Exeter, Milliner April 2 at 11 Off Rec, 3, Bedford circus, Exeter

VINEN, EDWIN CHARLES, Sheffield, Wine Merchant April 2 at 3 Off Rec, Figtree lane, Sheffield

WALLACE, HENRY WILLIAM, North Shields, Auctioneer March 31 at 11 Off Rec, Pink lane, Newcastle on Tyne

WARD, JARVIS, and ELIZA WARD, Barnsley, Ginger Beer Makers Apr 1 at 11.30 Off Rec, 1, Hanson st, Barnsley

WELLER, GEORGE, St Ives, Cornwall, Gas Maker Mar 29 at 2 30 Duke of Cornwall Hotel, Plymouth

WILLIAMS, JOSEPH, Frome, Somerset, late Licensed Victualler Apr 2 at 12 Off Rec, Bank chbrs, Bristol

WILSON, ELEAZER, Chorley, Pawnbroker Mar 31 at 3 16, Wood st, Bolton

WITTERICK, JAMES, Hertford, Baker Apr 2 at 11.30 Dimsdale Arms Hotel, Hertford

WOLSTENHOLME, ARTHUR, Heywood, Lancs, Schoolmaster Mar 28 at 11 16, Wood st, Bolton

The following amended notice is substituted for that published in the London Gazette of Mar 14.

PAGE, GEORGE, FREDERICK, Warwick, Bootmaker Mar 25 at 12 Off Rec, 17, Hertford st, Coventry

The following amended notices are substituted for those published in the London Gazette, Mar 18.

JACKSON, JOHN, JOHN DUTTON HOYLE, and EDWARD LAWLESS, Bacup, Manufacturing Confectioners Mar 26 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester

SMITH, WILLIAM HENRY, Studley, Warwickshire, Leather Goods Maker Mar 26 at 12.30 Off Rec, 25, Colmore row, Birmingham

ADJUDICATIONS.

ABEY, THOMAS, New Wortley, Leeds, Clerk Leeds Pet March 18 Ord March 18

BARRICK, THOMAS JEFFERSON, Maidstone, formerly Tobacconist's Traveller Maidstone Pet March 14 Ord March 14

BERRY, THOMAS, Bury, Florist Bolton Pet March 17 Ord March 18

BLEAKLEY, ROBERT, Leigh, Lancs, Estate Agent Bolton Pet March 18 Ord March 18

CHAMBERS, GEORGE, Barnsley, Joiner Barnsley Pet March 18 Ord March 19

CORDWELL, CHARLES MARK, Lee, Kent, Farmer Greenwich Pet Feb 12 Ord March 17

CREASER, JAMES, Alne, Yorks, late Farmer York Pet March 17 Ord March 17

DALTON, EDWARD JAMES, late of Waltham Cross, Herts, Provision Dealer Edmonton Pet Feb 22 Ord March 18

DAVIES, ENOS GEORGE, Llwyndafydd, Cardiganshire, Woollen Manufacturer Carmarthen Pet March 13 Ord March 18

DAVIES, THOMAS, Llanstephan, Carmarthenshire, Builder Carmarthen Pet March 12 Ord March 18

DAWKINS, FREDERICK AARON, Plymouth, Tailor East Stonehouse Pet March 14 Ord March 17

FOLEY, THOMAS, Ancoats, Manchester, Lathmaker Manchester Pet March 19 Ord March 19

GRAVER, WALTER WILLIAM, Horsford, Norfolk, Grocer Norwich Pet March 17 Ord March 17

GUTHS, JULIUS ERNST, West Hartlepool, Steamship Owner Sunderland Pet Feb 12 Ord March 13

HAMMOND, ABRAHAM, Lee, Kent, Builder Greenwich Pet March 14 Ord March 18

HANDLEY, RICHARD GUY, Birmingham, French Millstone Manufacturer Birmingham Pet March 1 Ord March 18

HARRIS, ARTHUR ROBINSON, Bloxwich, Staffs, Grocer Walsall Pet Feb 14 Ord March 10

HILL, JOHN, Ecclesall, nr Sheffield, Licensed Victualler Sheffield Pet March 18 Ord March 19

HUNT, CHARLES HOCKING, Truro, Cornwall, Coachbuilder Truro Pet March 17 Ord March 17

JENNINGS, SARAH ANNE, Liverpool, Milliner Liverpool Pet Feb 26 Ord March 18

JONES, ELEAZER, Lewisham, Kent, late Builder Greenwich Pet March 10 Ord March 14

KING, EDWIN WARE, Walworth rd, House Furnisher High Court Pet Jan 23 Ord March 18

LEECH, THOMAS HENRY, Crewe, Cheshire, Furniture Broker Nantwich and Crewe Pet March 18 Ord March 18

LINGARD, GEORGE, Gt Berkhampstead, Herts, Stonemason Aylesbury Pet March 5 Ord March 17

LONGSTAFF, HENRY, Bishop Auckland, Boot Manufacturer Durham Pet March 15 Ord March 17

NELMES, ALFRED JOSEPH, Bedminster, General Shop Dealer Bristol Pet March 17 Ord March 17

NEWBY, WILLIAM CURLING, Deal, Grocer Canterbury Pet Feb 21 Ord March 18

OWEN, LEWIS, Bangor, Licensed Victualler Bangor Pet Jan 6 Ord March 18

PROCTER, WILLIAM, Hannakin, nr Hawkshead, Lancs, Butcher Kendal Pet March 18 Ord March 18

SHURVIN, JOSEPH, Haverfordwest, Fruiterer Pembroke Dock Pet March 13 Ord March 17

TAYLOR, JOSHUA, Spen in Gomersal, Birstal, Yorks, Cloth Manufacturer Bradford Pet March 18 Ord March 19
THICK, CHARLES, Shepton Mallet, Somerset, Greengrocer Wells Pet March 15 Ord March 18
TOMKIN, MUSGROVE, Hucking, Kent, Farmer Maidstone Pet March 13 Ord March 13
TUCKER, RHODA, Exeter, Milliner Exeter Pet March 19 Ord March 19
TUCKER, SAMUEL, Nottingham, Fishmonger Nottingham Pet March 18 Ord March 18
VINCENT, GEORGE BENNETT, Tuckingmill, nr Camborne, Cornwall, Grocer's Assistant Truro Pet March 19 Ord March 19
WALLACE, HENRY WILLIAM, North Shields, Auctioneer Newcastle on Tyne Pet March 17 Ord March 17
WARLAND, HENRY, Oxford, Grocer Oxford Pet Feb 7 Ord March 17
ZISSLER, HENRY, Cockerton, nr Darlington. Butcher's Assistant Stockton on Tees and Middlesborough Pet March 15 Ord March 17

London Gazette.—TUESDAY, March 25.

RECEIVING ORDERS.

ASHTON, JAMES, and EDWARD PALK WILLIAMS, Manchester, Merchants Manchester Pet March 1 Ord March 20
ASHTON, WILLIAM, Manchester, Engineer Manchester Pet Sept 26 Ord March 20
BATEMAN, MARY, and ARTHUR FRED BATEMAN, Bristol, Boot Manufacturers Bristol Pet March 21 Ord March 21
BEDNALL, JOHN WILLIAM, Leicester, Dairyman Leicester Pet March 18 Ord March 18
BOYERS, WILLIAM, Long Bennington, Lincs, Saddler Nottingham Pet March 20 Ord March 20
BROCK, FREDERICK JOHN, Torquay, Coach Builder Exeter Pet March 22 Ord March 22
BUTLER, PATRICK, Duke st, Portland pl, Physician High Court Pet March 20 Ord March 20
CAWSE, WILLIAM, and GEORGE FREDERICK CAWSE, Landport, Outfitters Portsmouth Pet March 20 Ord March 20
COHEN, ABRAHAM PERCY, Milton st, Fancy Goods Importer High Court Pet March 22 Ord March 22
COOK, ROBERT, Whitby, Yorks, General Mason Stockton on Tees and Middlesborough Pet March 21 Ord March 21
COOK, WILLIAM THOMAS, Montague pl, Forest Hill, Builder Greenwich Pet March 20 Ord March 20
DAVIDSON, PETER, Leman st, Whitechapel, Provision Dealer High Court Pet March 22 Ord March 22
DAVIS, WILLIAM, Harvington, nr Evesham, Builder Worcester Pet March 22 Ord March 22
DAWES, GEORGE DOMINIC, Chatham, Monumental Stonemason Rochester Pet March 20 Ord March 20
DIGGINS, JOHN, Red Lion st, Holborn, Window Glass Dealer High Court Pet March 22 Ord March 22
DEORGE, A, Gt St Helens, Commission Agent High Court Pet March 7 Ord March 21
DUGDALE, ROBERT, Penzance, Butcher Truro Pet March 21 Ord March 21
DUNCAN, WALTER, Green st, Grosvenor sq, Artist High Court Pet March 20 Ord March 20
EADES, WILLIAM SEYMOUR, Bristol, Boot Manufacturer Bristol Pet March 22 Ord March 22
EDWARDS, JOHN EDWARD, Campbell rd, Bow, Builder High Court Pet Feb 28 Ord March 21
FOX, MOSES HENRY, Handsworth, Staffs, Butcher Birmingham Pet March 21 Ord March 21
FRYER, THOMAS, Deal, Hotel Manager Tunbridge Wells Pet Feb 24 Ord March 21
GILBERT, JAMES POUNTNEY, Birmingham, Licensed Victualler Birmingham Pet March 22 Ord March 22
GOLDSMITH, GEORGE, Lewisham, Kent, Beerhouse Manager Croydon Pet March 18 Ord March 18
GRIFFITHS, SARAH ANNE, Plas Isca, nr Mold, Flints, Farmer Chester Pet March 21 Ord March 21
HALL, JOSEPH, jun, Thorner, nr Leeds, Commission Agent York Pet March 22 Ord March 22
HIRST, JOE SANDFORD, Milnsbridge, nr Huddersfield, Painter Huddersfield Pet March 7 Ord March 20
HOSE, RICHARD ADOLPHUS, Finsbury circus, Dentist High Court Pet Feb 11 Ord March 21
JACOB, ALFRED, Maclise rd, Kensington, Merchant High Court Pet March 5 Ord March 21
JACOBS, PHILIP DAVID, and ANGELO JACOBS, Haymarket, Glass Merchants High Court Pet Mar 20 Ord Mar 20
JEFFREE, ALFRED LONG, Gt Winchester st, Mining Engineer High Court Pet March 6 Ord March 21
JOHNSON, AMBROSE JAMES, Toftrees, nr Fakenham, Norfolk, Clerk in Holy Orders Norwich Pet March 8 Ord March 22
JONES, THOMAS, Llandovery, Carmarthenshire, Grocer Carmarthen Pet March 18 Ord March 18
KNIGHT, THOMAS, Ide, Devon, Innkeeper Exeter Pet March 20 Ord March 20
LEAVER, THOMAS BIRD, Newman's row, Lincoln's inn fields, Law Stationer High Court Pet March 21 Ord March 21
LOWES, THOMAS, Accrington, Draper Blackburn Pet March 21 Ord March 21
MENZIES, Dr, Rochester row, Surgeon High Court Pet Jan 20 Ord March 22
MORRIS, JAMES, Glazebury, Culcheth, Lancs, Innkeeper Bolton Pet March 20 Ord March 20
NEEVA, ROBERT, Manchester, Fruit Salesman Manchester Pet March 20 Ord March 20
POPLETT, EMILY, New Bond street, Assistant to Court Dressmakers High Court Pet March 22 Ord March 22
RIMINGTON, WILLIAM, Newark upon Trent, Joiner Nottingham Pet March 20 Ord March 20
ROBERTS, GEORGE, Market Drayton, Salop, Innkeeper Nantwich and Crewe Pet March 20 Ord March 20
ROBERTS, JOHN EDWIN, late of Newport, Mon, Draper Newport, Mon. Pet March 8 Ord March 20
SANGSTER, THOMAS HENRY, St. George's road, Pimlico, late Manager Manufacturing Department, Army and Navy Stores High Court Pet March 19 Ord March 20
SIMON, LOUIS MICHAEL, Outer Temple, Strand, General Agent High Court Pet Feb 7 Ord March 20
THOMAS, THOMAS, and PHILLIPS, JOHN, Ynysybwl, Pontypridd, Glam., Builders Pontypridd Pet March 19 Ord March 19
WALSH, JOHN, Hanley, Photographer Hanley Pet March 21 Ord March 21
WATSON, HENRY, North Newbald, Brough, Yorks, Innkeeper Kingston upon Hull Pet March 22 Ord March 22
WILKINS, GEORGE, Aberaman, Aberdare, Glam., Builder Aberdare Pet March 21 Ord March 22
WILLIAMS, ROBERT, Llanfairfechan, Carnarvonshire, no occupation Bangor Pet March 20 Ord March 20
WOODS, EDMUND, Russell street, Covent grdn, Theatrical Armourer High Court Pet March 20 Ord March 20
WOODWARD, SAM, Nuneaton, Bricklayer Coventry Pet March 20 Ord March 20
WORGAN, JOHN, Newland, Glos, Farmer Newport, Mon Pet March 21 Ord March 21
WRIGHT, ALFRED, Fann street, Manufacturer's Agent High Court Pet March 21 Ord March 21

FIRST MEETINGS.

ARMSTRONG, ISAAC, Guisborough, Tailor Apr 3 at 11.30 Off Rec, 8, Albert rd, Middlesborough
ASLING, JOHN, Sibsey, Lincs, Farmer Apr 3 at 12.15 Off Rec, 48, High st, Boston
BEDNALL, JOHN WILLIAM, Leicester, Dairyman Apr 2 at 12.30 Off Rec, 34, Friar lane, Leicester
BENNELL, FREDERICK WILLIAM, Thame, Oxon, Grocer Apr 2 at 12 1, St Aldate's, Oxford
BEVAN, JAMES, Beaufort, Brecknock, Greengrocer Apr 2 at 12 Off Rec, Merthyr Tydfil
BEVAN, WILLIAM HENRY BARBER, Coleman st, Stationer April 15 at 12 33, Carey st, Lincoln's inn
BOYERS, WILLIAM, Long Bennington, Lincs, Saddler Apr 2 at 11 Off Rec, St Peter's Church walk, Nottingham
BROCK, FREDERICK JOHN, Torquay, Coachbuilder Apr 3 at 10 Off Rec. 13, Bedford circus, Exeter
BROWN, ROBERT FREDERICK, Devonshire st, Mile End, Builder Apr 15 at 11 33, Carey st, Lincoln's inn
BROWN, WILLIAM, Lancaster, Coal Merchant Apr 18 at 2 Off Rec. 14, Chapel st, Preston
CARR, THOMAS, Anfield, nr Liverpool, Baker April 10 at 3 Off Rec, 35, Victoria st, Liverpool
CLARKE, EDWARD LEWIS, Warwick, Butcher April 1 at 11 Off Rec, 17, Hertford st, Coventry
DALTON, EDWARD JAMES, late of Waltham Cross, Provision Dealer April 1 at 11 16 Room, 30 and 31, St Swithin's lane
DAVIS, WILLIAM, Harvington, nr Evesham, Builder April 12 at 11 Off Rec, Worcester
DAWES, FREDERICK ROBERT, Peckham rye, Carpenter April 11 at 2.30 33, Carey st, Lincoln's inn fields
DAWES, GEORGE DOMINIC, Strood. Monumental Stone Mason April 17 at 11 Off Rec, High st, Rochester
DELF, ROSA EMILY, Norwich, Milliner April 5 at 1 Off Rec, 8, King st, Norwich
DUGDALE, ROBERT, Penzance, Cornwall, Butcher April 2 at 12.30 Off Rec, Boscawen st, Truro
GERRIS, GEORGE, Birmingham, Draper April 2 at 11 25, Colmore rd, Birmingham
GRAVER, WALTER WILLIAM, Horsford, Norfolk, Grocer April 5 at 12 Off Rec, 8, King st, Norwich
HALL, JOSEPH, jun, Thorner, nr Leeds, Commission Agent April 5 at 11 Off Rec, 28, Stonegate, York
HEAVEN, WALTER, Balsall Heath, King's Norton, Worcs, late Manufacturer April 3 at 11 25, Colmore row, Birmingham
HIRST, JOE SANDFORD, Milnsbridge, nr Huddersfield, Painter April 3 at 3 Haigh & Sons, Solicitors, New st, Huddersfield
JACKSON, JOHN FARUM, Sach rd, Mount Pleasant, Clapton, Manufacturer's Agent April 10 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
JACOBS, PHILIP DAVID, and ANGELO JACOBS, Haymarket, Glass Merchants April 3 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
JONES, ELEAZER, Lewisham, Kent, late Builder April 3 at 3 119, Victoria st, Westminster
JONES, THOMAS, Llandovery, Carmarthenshire, Grocer April 1 at 2 Off Rec, 11, Quay st, Carmarthen
KIDD, GEORGE RICHARD, South Stockton, Core Maker April 3 at 11.30 Off Rec, 8, Albert rd, Middlesborough
KNIGHT, THOMAS, Ide, Devon, formerly Innkeeper April 3 at 10 Off Rec, 13, Bedford circus, Exeter
LEWIS, JOHN, Brondesbury rd, Kilburn. Lodging house Keeper April 10 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
LITTLE, ARCHIBALD, Wandsworth, Brick Merchant April 3 at 12 119, Victoria st, Westminster
LONGSTAFF, HENRY, Bishop Auckland, Durham, Boot Manufacturer April 2 at 2.15 Three Tuns Hotel, Durham
MAIS, FREDERICK, Darlington, Grocer April 3 at 11 Off Rec 8, Albert rd, Middlesborough
MORRELL, WILLIAM, The Avenue, Acre lane, Brixton, late Restaurateur April 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MORRIS, RICHARD OSCAR, Stratford on Avon, Gunsmith April 9 at 11.30 County Court Office, Warwick
PALMER, HENRY WILLIAM HAMBLIN, St Martin's lane, Auctioneer's Clerk April 3 at 2.30 33, Carey st, Lincoln's inn fields
PEMBERTON, JOHN, Ruabon, Denbighshire, Butcher April 2 at 11.30 The Priory, Wrexham
PHILLIPS, JAMES, Burrard rd, Hampstead, Vellum Binder April 15 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
PIPER, FRIEDRICH WILHELM LUDWIG MORITZ, Uxbridge, Schoolmaster April 3 at 12 Chequers Hotel, Uxbridge
RIMINGTON, WILLIAM, Newark on Trent, Joiner April 2 at 12 Off Rec, St Peter's Church walk, Nottingham
ROBINSON, ALBERT ARTHUR, Yarm, Yorks, Warehouseman April 3 at 11 30 Off Rec, 8, Albert rd, Middlesborough
SHERWOOD, JOHN, Darlington, Labourer April 3 at 11 Off Rec, 8, Albert rd, Middlesborough
SHURVIN, JOSEPH, Haverfordwest, Fruiterer April 2 at 12 The Temperance Hall, Pembroke Dock
SMALLMAN, BENJAMIN, Royal Leamington Spa, Plumber April 9 at 11 County Court Office, Warwick
SMITH, HORACE GUY, Liverpool st, King's Cross, Theatrical Manager April 3 at 12 Bankruptcy bldgs, Lincoln's inn fields
TAYLOR, JOSHUA, Spen in Gomersal, Birstal, Yorks, Cloth Manufacturer April 10 at 11 Off Rec, 31, Manor row, Bradford
TEESDALE, EDWIN OSBORN, Swansea, Sugar Boiler April 2 at 12 Off Rec, 97, Oxford st, Swansea
THOMSON, EDITH, Roland grds, South Kensington, Private Boarding House Keeper April 11 at 11 Bankruptcy bldgs, Lincoln's inn fields
TUCKER, SAMUEL, Nottingham, Fishmonger April 1 at 11 Off Rec, St. Peter's Church walk, Nottingham
VINCENT, GEORGE BENNETT, Tuckingmill, nr Camborne, Grocer's Assistant April 2 at 11.30 Off Rec, Boscawen st, Truro
ZISSLER, HENRY, Cockerton, nr Darlington, Butcher's Assistant April 3 at 11 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

BARTLE, THOMAS, Shipley, Yorks, Mason Bradford Pet March 14 Ord March 21
BEDNALL, JOHN WILLIAM, Leicester, Dairyman Leicester Pet March 17 Ord March 18
BENNELL, FREDERICK WILLIAM, Thame, Oxon, Grocer Aylesbury Pet March 10 Ord March 21
BOYERS, WILLIAM, Long Bennington, Lincs, Saddler Nottingham Pet March 20 Ord March 20
BROCK, FREDERICK JOHN, Torquay, Coachbuilder Exeter Pet March 22 Ord March 22
BROWN, WILLIAM, Lancaster, Coal Merchant Preston Pet Feb 18 Ord March 20
CALLIS, EDWARD JAMES, Leicester, Baker Leicester Pet March 4 Ord March 22
CAWSE, WILLIAM, and GEORGE FREDERICK CAWSE, Landport, Outfitters Portsmouth Pet March 20 Ord March 20
CLARKE, EDWARD LEWIS, Warwick, Butcher Warwick Pet March 18 Ord March 21
COHEN, ABRAHAM PERCY, Milton st, Fancy Goods Importer High Court Pet March 22 Ord March 22
COOK, ROBERT, Whitby, Yorks, General Mason Stockton on Tees and Middlesborough Pet March 20 Ord March 21
COULTHARD, WILLIAM, Gee cross, nr Hyde, Cheshire, Mineral Water Manufacturer Ashton under Lyne and Stalybridge Pet March 12 Ord March 18
CRANSTOUN, JAMES RICHARDSON, Shenton, Leics, Farmer Leicester Pet Feb 18 Ord March 18
CULNANE, CHARLES, Pembridge villas, Bayswater. Greengrocer High Court Pet Feb 27 Ord March 22
DAVIS, WILLIAM, Harvington, nr Evesham, Builder Worcester Pet March 22 Ord March 22
DAWES, GEORGE DOMINIC, Strood, Monumental Stone Mason Rochester Pet March 20 Ord March 20
DELF, ROSA EMILY, Norwich, Milliner Norwich Pet March 19 Ord March 20
DIGGINS, JOHN, Red Lion st, Holborn, Window Glass Dealer High Court Pet March 22 Ord March 22
DUGDALE, ROBERT, Penzance, Butcher Truro Pet March 20 Ord March 22
DUNCAN, WALTER, Green st, Grosvenor sqr, Artist High Court Pet March 20 Ord March 20
FENTON, EDWIN, Mile End rd, Wholesale Ironmonger High Court Pet March 3 Ord March 21
FOX, MOSES HENRY, Handsworth, Butcher Birmingham Pet March 21 Ord March 21
FRANKLIN, EDWARD, Ipswich, Dentist Ipswich Pet March 12 Ord March 18
GILBERT, JAMES POUNTNEY, Birmingham, Licensed Victualler Birmingham Pet March 22 Ord March 22
GILLCHREST, C. R., Leadenhall st, Shipowner High Court Pet Nov 23 Ord March 19
GOLDSMITH, GEORGE, Lewisham, Kent, Beerhouse Manager Croydon Pet March 18 Ord March 21
GRAHAM, GEORGE ELIOT BISCOE, Regent st, Gent High Court Pet Jan 14 Pet March 21
HOPKINS, WILLIAM, Bury st, Chelsea, Captain in the Army High Court Pet Feb 7 Ord March 21

HORLOCK, S., Manor Park, Essex, Builder High Court Pet Jan 24 Ord March 22
HOWARD, CHARLES, Buxton, Stationer Stockport Pet March 14 Ord March 20
JEFFERY, ANDREW, Effingham, Surrey, Builder Croydon Pet Feb 20 Ord March 20
JONES, THOMAS, Llandovery, Carmarthenshire, Grocer Carmarthen Pet March 18 Ord March 18
KEELING, ALFRED, Market Drayton, Salop, Tailor Nantwich and Crewe Pet Feb 26 Ord March 21
KNIGHT, THOMAS, Ide, Devon, Innkeeper Exeter Pet March 20 Ord March 20
LOWES, THOMAS, Accrington, Draper Blackburn Pet March 20 Ord March 21
MEIGH, WALTER, Birmingham, Butcher Birmingham Pet March 19 Ord March 20
MILLWOOD, HENRY JASPER, Mayall rd, Brixton, Boot Manufacturer High Court Pet Feb 19 Ord March 21
MONK, CHARLES JOHN, St Albans, Commercial Clerk St Albans Pet March 15 Ord March 19
MORRIS, JAMES, Glazebury in Culcheth, Lancs, Innkeeper Bolton Pet March 20 Ord March 20
NEAVE, ROBERT, Manchester, Fruit Salesman Manchester Pet March 20 Ord March 20
PIPRE, FRIEDRICH WILHELM LUDWIG MORITZ, Uxbridge, Schoolmaster Windsor Pet Feb 19 Ord March 19
POPLETT, EMILY, New Bond street, Assistant to Court Dressmakers High Court Pet March 22 Ord March 22
POWIS, RICHARD, Lessar avenue, Clapham Common, Builder Wandsworth Pet Feb 1 Ord March 20
RIMINGTON, WILLIAM, Newark upon Trent, Joiner Nottingham Pet March 19 Ord March 20
SANGSTER, THOMAS HENRY, St. George's road, Pimlico, late Manager Manufacturing Department Army and Navy Stores High Court Pet March 19 Ord March 22
SEDGWICK, WILLIAM THOMAS, Deritend, Birmingham Tailor Birmingham Pet March 19 Ord March 21
SHERWIN, JAMES PRITCHARD, Belgrave, Leics, Tripe Dresser Leicester Pet Feb 25 Ord March 17
SMITH, WILLIAM HENRY, Studley, Leather Goods Manufacturer Warwick Pet March 6 Ord March 21
SPENDER, FRANK RICHARD, Maidenhead, Solicitor Windsor Pet March 13 Ord March 19
TREDALE, EDWIN OSBORN, Swansea, Sugar Boiler Swansea Pet March 13 Ord March 19
THOMAS, THOMAS, and JOHN PHILLIPS, Ynysybwl, nr Pontypridd, Glam, Builders Pontypridd Pet March 19 Ord March 19
TINKER, HERBERT, Huddersfield, Surveyor Huddersfield Pet Feb 21 Ord March 20
WALSH, JOHN, Hanley, Photographer Hanley Pet March 20 Ord March 21
WILKINS, GEORGE, Aberaman, Aberdare, Glam, Builder Aberdare Pet March 20 Ord March 22
WILLIAMS, ROBERT, Llanfairfechan, Carnarvonshire, no occupation Bangor Pet March 19 Ord March 20
WILSON, ELEAZER, Chorley, Pawnbroker Bolton Pet March 18 Ord March 21
WOODS, EDMUND, Russell st, Covent grdn, Theatrical Armourer High Court Pet March 20 Ord March 20
WOODWARD, SAM, Nuneaton, Bricklayer Coventry Pet March 19 Ord March 20
WORGAN, JOHN, Newland, Glos, Farmer Newport, Mon. Pet March 20 Ord March 21

SALES OF ENSUING WEEK.

March 29.—Messrs. FOSTER, at the Old Ship Hotel, Brighton, at 2 for 3 o'clock, Brighton Gas Shares (see advertisement, 22nd inst., p. 4).
March 31.—Messrs. HODGSON, at their Rooms, 115, Chancery-lane, W.C., at one o'clock, Law Library (see advertisement, 22nd inst., p. 4).
March 31.—Messrs. PHILLIPS, LEA, & DAVIES, at the Mart, E.C., at 2 o'clock, Freehold Ground Rents (see advertisement, 15th inst., p. 327).
April 2.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Ground Lease (see advertisement, this week, p. 4).
April 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Periodical Sale (see advertisement, this week, p. 4).

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